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Vol. VII

402909
Sup. Ct.

TRANSCRIPT OF RECORD

(VOL. V OF EXHIBITS)

Supreme Court of the United States

OCTOBER TERM, 1940

No. 594

UNION PACIFIC RAILROAD COMPANY, A CORPORATION; CITY OF KANSAS CITY, KANSAS; DON C. McCOMBS, FRANCIS BLAKE AND GEORGE T. DARBY, COMMISSIONERS, ETC., ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA, THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, ET AL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF MISSOURI

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JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., FEBRUARY 10, 1941.

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[fol. 3445] U. P. Exhibit No. 309

Bernice Jackson

May 8, 1940

Lease A-15536 with supplements and extensions

State of Illinois,
County of Cook, ss.:

I, George E. Camphausen, a Notary Public in and for said County and State, hereby certify that the attached are true and correct copies of the original lease between The Chicago, Rock Island and Pacific Railway Company and the Simonds-Shields-Lonsdale Grain Company, dated July 22nd, 1925, and all subsequent supplements, extensions and assignments thereof, said lease covering elevators and property at Kansas City, Kansas.

(Signed) George E. Camphausen, Notary Public.
(Seal.) My commission expires March 9th, 1943.

This Agreement, made and entered into this 22nd day of July, A. D. 1925, by and between The Chicago, Rock Island and Pacific Railway Company, a corporation organized and existing under and by virtue of the laws of the States of Illinois and Iowa, party of the first part, hereinafter termed "first party," and the Simonds-Shields-Lons-
[fol. 3446] dale Grain Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri, party of the second part, hereinafter termed "second party,"

Witnesseth:

Whereas, it is deemed advisable for the mutual benefit of both parties for the first party to lease unto the second party a certain grain elevator in the City of Kansas City, County of Wyandotte, State of Kansas, commonly known and described as the "Terminal Elevator," owned by said first party; for the handling, transferring and storing of grain owned, shipped by, or in which either party hereto may have an interest; or which either party may desire to have handled, transferred or stored therein;

Now, Therefore, for and in consideration of the premises

and in further consideration of the covenants hereinafter mentioned to be kept and performed by each of the parties hereto, it is hereby mutually agreed between the parties hereto as follows:

That the first party shall lease and by these presents does hereby lease, unto said second party, the above mentioned elevator, situated upon the following described property, namely:

All that part of the southwest quarter of Section 15, Township 11, South, Range 25 East, Wyandotte County, Kansas, described as follows:

Beginning at the intersection of the southerly line of the right of way of The Chicago, Rock Island and Pacific Railway Company with the west line of Seventh Street in [fol. 3447] the City of Kansas City, Kansas; thence extend-

ing north along the West line of Seventh Street for a distance of 188 feet, more or less, to a point which is 10 feet southerly from the center line of said railway company's most southerly yard track, measured at right angles thereto; thence westerly parallel with the center line of said track and 10 feet southerly therefrom for a distance of 670 feet; thence at right angles southerly 40 feet more or less; to the said southerly right of way; thence easterly along said right of way line a distance of 670 feet, more or less, to a point of beginning containing 1.73 acres, more or less,

for the term ending with the thirtieth day of June, A. D. 1928, subject, however, to the express conditions that the second party shall not receive or store in said elevator any grain which it cannot require the removal of upon the termination of this agreement or any extension thereof, whether accomplished by the expiration of its term, or upon a forfeiture as hereinafter provided; provided, however, that if the second party shall have given to the first party, at least six (6) months' prior to the expiration of the term of this agreement notice in writing of its desire to lease said elevator for an additional period of five (5) years, the first party will renew and extend this lease for such additional period, upon the terms, covenants and conditions contained in this agreement of lease.

The second party covenants and agrees to pay to the first party, as rental for said leased premises, the sum of [fol. 3448] Thirty-seven thousand six hundred seven dollars and eighty-eight cents ($37,607.88), per annum, payable monthly in advance at the rate of Three Thousand one hundred thirty-three dollars and ninety-nine cents ($3,-133.99) per month on the first day of each month during the term of this lease.

The second party further agrees to pay, in addition to the rental above set out, rental at the rate of six per cent (6%) per annum on the cost of any additions or betterments made to said premises during the term of this lease, or any extension thereof. Said rental to be added to the above mentioned rental and paid with the same, monthly in advance.

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Said second party hereby agrees that it will, at its own sole cost and expense, maintain and make all ordinary and necessary repairs to said elevator and to all machinery, fixtures, boilers, appurtenances and appliances in and about said elevator, during the term of this lease, or any extension thereof, and during the entire occupancy of said premises by said second party, so that said elevator may at all times during the term hereof be kept in proper running condition for the handling of grain therein. But said first party hereby agrees that it will, at its own sole cost and expense, make all extraordinary repairs to said elevator, and necessary replacements of all machinery, fixtures, boilers, appurtenances and appliances in and about said elevator which shall have become necessary through the ordinary wear and [fol. 3449] tear thereof. Such portion of the cost of any replacements as are a proper charge to additions and betterments according to the accounting Classifications of the Interstate Commerce Commission shall, in the manner set forth in the preceding paragraph, be added to the rental payable by said second party.

The second party further agrees that during the term of this lease, or any extension thereof, it will keep said elevator open and operate the same diligently for the handling and shipping of grain.

It is expressly agreed that if, at any time during the existence of this agreement, the second party shall permit the elevator hereby leased to remain unoccupied or not

operated in the regular course of business for a period of sixty (60) days, then, in such event, and at the end of thirty (30) days' notice in writing, given by the first party to the second party, this agreement shall be terminated and all rights of the second party to said elevator shall be and become at once null and void and the second party agrees to then surrender peaceably possession thereof to the first party.

It is further understood by and between the parties hereto

that in case said elevator is destroyed by fire, or rendered [fol. 3450] unfit for occupancy or operation, it shall be optional with the first party as to whether it shall rebuild said elevator, or restore it again to a condition suitable for operation.

The second party further covenants and agrees that it will not assign this lease nor sublet said leased premises, or any part thereof, without the written consent of the first party being first had and obtained.

It is further understood and agreed that said second party will handle, transfer and store any grain which the first party may desire to have handled, transferred or stored in said elevator, and said second party will deliver to said first party proper weighing tickets signed by the official weigh-master whenever required to do so by the first party.

It is further covenanted and agreed by and between the parties hereto that during the period of this lease, or any extension thereof, the first party shall have the right to enter and use the ground connected with and not occupied by said elevator, or building adjacent to and used in connection therewith, for the purpose of laying track or tracks and using the same when laid for its necessary business, allowing to said second party convenient and reasonable facilities for the transaction of its business on said land, and for the ingress and egress over the same to and from said elevator, and buildings adjacent to and used in connection therewith.

[fol. 3451] The second party further covenants and agrees that, at the expiration of this lease, as hereinbefore provided, or sooner termination thereof by forfeiture, it will yield up said premises to the first party in as good condition as at present, loss by fire, unavoidable accidents and ordinary wear and tear excepted.

The second party further covenants and agrees with the first party that it will pay all water assessments levied or charged on said premises for and during the term for which this lease is granted, or any extension thereof, and save

the premises and the said first party harmless therefrom, and will keep the said premises in a clean and healthy condition in accordance with the ordinances of the City of Kansas City, Kansas, and the direction of the proper officers of said first party; and if the said first party shall be required to pay any water rates or water assessments on said premises, or for ordinary repair to hydrants, supply or waste pipes, or required to clean said premises under order of competent authority, in accordance with the laws and ordinances of the City of Kansas City, Kansas, and the rules and regulations of said first party, the expense thereof shall be repaid to the said first party by said second party, on presentation of proper bills therefor.

The first party expressly reserves the right at all times [fol. 3452] during the term hereof to enter into and upon the premises hereby leased to the second party for the purpose of re-claiming therefrom grain doors or grain door boards taken from cars delivered to or set at said elevator.

The second party further agrees to permit the first party, or its representatives, to have free access at all reasonable hours to the said grain elevator, and the premises herein leased, for the purpose of examining the same, with the understanding, however, that such examination will not in any way interfere with the operation of said grain elevator building by the second party, or the second party's use of the premises upon which it is situated.

It is hereby expressly agreed that as to all grain, as well as other property of whatsoever kind, owned or controlled by said second party, or in which it is interested either through a subsidiary, or otherwise, or which said second party may have in storage for others, from time to time kept, placed or stored either in, upon or about said grain elevator or the first party's premises at any time used in connection therewith,

(a) the policies of insurance obtained by said second party for its protection against loss or damage through fire

or explosion, or both, shall contain a clause waiving by the insurer all rights of subrogation in favor of the insured [fol. 3453] as against the first party hereto; such policies of insurance to be submitted for inspection of first party, at any time upon its request; and

(b) said second party shall, and it does hereby release, and agrees to protect, indemnify and save harmless, the first party, its successors, lessees and assigns, from all liability for loss or damage suffered or sustained as to said grain and other property arising from or growing out of fire connected with the operation of the first party's railroad or its engines or cars, whether caused by negligence of the first party, its employes, or otherwise.

It is further agreed that liability for all injuries to or deaths of persons (including not only employes of each party hereto but also third persons), and loss of or damage to property (including not only that of each party hereto but also that of their employes and third persons), occur-ing in or about the premises hereby leased to the second party, shall, as between the parties hereto, be assumed and borne by them, respectively, as follows:

(a) When due to the negligence of the first party, or its employes (regardless of whether any act of a third party shall contribute thereto or concur therewith), the second party shall be responsible therefor.

(b) When due to the negligence of the second party, or its employes (regardless of whether any act of a third party shall contribute thereto or concur therewith), the second party shall be responsible therefor.

(c) When due to the concurring negligence of both parties hereto, or their respective employes (irrespective of whether or not any act of a third party shall contribute thereto or concur therewith), or when the cause thereof cannot be determined, the parties hereto shall be responsible [fol. 3454] therefor jointly and equally to the extent they may be held legally liable therefor.

Each party hereto hereby covenants and agrees to indemnify, protect and save harmless the other party hereto of and from all claims, demands, judgments, recoveries, cost and expenses, including attorneys' fees, on account

of liability the responsibility for which it has herein expressly assumed as aforesaid, or to the extent that it has so expressly assumed liabilities therefor.

In case a suit or suits shall be commenced against either party hereto for or on account of any damage or injury for which the other party hereto is liable under this agreement, the party so sued shall give to the other party notice in writing of the pendency of such suit, and thereupon the other party shall and will assume the defense of such suit, and shall and will save and hold harmless the party so sued from all loss, cost and expense by reason thereof. Neither party hereto shall be concluded by any judgment against the other party hereto unless it shall have had reasonable notice that it was required to defend, and reasonable opportunity to make such defense. When such notice and opportunity shall have been given, the party so notified shall be concluded by the judgment as to all matters which [fol. 3455] could have been litigated in such suit.

This agreement, and all the terms and conditions, rights and obligations herein contained, shall extend to and bind or inure to the benefit of, as the case may require, not only the parties hereto, but their respective successors, lessees and assigns, the same as if in every case expressed.

In Witness Whereof, the parties hereto have caused this instrument to be executed in duplicate, the day and year first above written.

The Chicago, Rock Island and Pacific Railway Company, by J. E. Gorman, Its President. (Seal.)

Simonds-Shields-Lonsdale Grain Company, by C. W. Lonsdale, Its President.

Attest: Carl Nyquist, Secretary.
Attest: F. L. Rosenbury, Ass't. Secretary. (Seal.)
Form Approved: Thos. R. Beman, General Attorney.

[fol. 3456] This Supplemental Agreement, Made and entered into this 22nd day of September, A. D. 1926, by and between The Chicago, Rock Island and Pacific Railway Company, as first party, and the Simonds-Shields-Lonsdale Grain Company, as second party,

Witnesseth: That, effective upon the date of these presents, the following paragraph of that certain agreement

entered into between the parties hereto under date of the 22nd day of July A. D. 1925, whereby the first party leased to the second party a certain grain elevator in Kansas City, Wyandotte County, Kansas (therein stated to be commonly known and described as the "Terminal Elevator" but which is now better known as the "Rock Island Elevator"), being the only agreement in writing entered into between the said parties as of said date, namely:

"In case a suit or suits shall be commenced against either party hereto for or on account of any damage or injury for which the other party hereto is liable under this agreement, the party so sued shall give to the other party notice in writing of the pendency of such suit, and thereupon the other party shall and will assume the defense of such suit and shall and will save and hold harmless the party so sued from all loss, cost and expense by reason thereof. Neither party hereto shall be concluded by any judgment [fol. 3457] against the other party hereto unless it shall have had reasonable notice that it was required to defend, and reasonable opportunity to make such defense. When such notice and opportunity shall have been given, the party so notified shall be concluded by the judgment as to all matters which could have been litigated in such suit," is hereby cancel-ed and annulled, and simultaneously therewith the following paragraph is hereby adopted in lieu thereof, with the same force and effect as if it had been included in said agreement at the time of its execution, namely:

"In case claim shall be made against either party hereto or suit be brought against it, for or on account of any damage or injury for which the other party hereto is liable under this agreement, the party against whom claim is so made or which is so sued shall give to such other party, as promptly as may be(notice in writing of the making of such claim or the filing of such suit, and thereupon the other party shall and will assume the settlement or adjustment of any such claim or the defense of any such suit, and shall and will save and hold harmless the party giving such notice to it from all loss, costs and expense by reason thereof. Neither party hereto shall be concluded by any judgment against the other party hereto unless it shall have had reasonable notice that it was required to defend, and reasonable opportunity to make such defense. When

[fol. 3458] such notice and opportunity shall have been given, the party so notified shall be concluded by the judgment as to all matters which could have been litigated in such suit. Furthermore, each party hereto agrees to give, as promptly as may be to the other, notice in writing of any accident or accidents which may happen on the premises herein leased or adjacent thereto, on account of which any claim may be made or suit be brought for which the other party hereto would be liable under this agreement."

Except as modified or amended by this supplemental agreement, said original agreement shall remain in full force and effect.

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In Witness Whereof, the parties hereto have caused this instrument to be executed in duplicate, the day and year first above written.

The Chicago, Rock Island and Pacific Railway Company, by (Sgd.) J. E. Gorman, Its President.

Attest: (Sgd.) Carl Nyquist, Secretary.

Simonds-Shields-Lonsdale Grain Company, by (Sgd.) C. W. Lonsdale, Its President.

Attest: (Sgd.) W. Rosenburg, Ass't. Secretary.

[fol. 3459]

Page 1

This Supplemental Agreement, Made in duplicate and entered into this (ink notation) 12th day of (ink notation) March, A. D. 1928, by and between The Chicago, Rock Island and Pacific Railway Company, as first party, and the Simonds-Shields Londsdale Grain Company, as second party.

Witnesseth:

Whereas, a certain agreement was entered into between the parties hereto, under date of the Twenty-second day of July, A. D., 1925, whereby the first party leased to the second party a certain grain elevator in Kansas City, Wyandotte County, Kansas, (therein stated to be commonly known and described as the "Terminal Elevator" but which is now better known as the "Rock Island Elevator,") being the only agreement in writing entered into between the said parties as of said date, and

Whereas, pursuant to the terms of paragraph second of page two of said lease, the second party desires to avail itself of the privilege, as therein provided, of renewing said lease for an additional period of five (5) years; and,

Whereas, the first party is willing to grant such renewal of said lease;

Now, Therefore, it is agreed by and between the parties hereto as follows:

First: The term of said agreement of lease dated July 22, 1925, is hereby extended for an additional period of five (5) [fol. 3460] years, ending on the Thirty-first day of May, 1933,

Stamped: D. E. B.
8291 3 BEF

Page 2

unless sooner terminated as provided in said agreement of lease, at the rate of compensation as provided in this supplemental agreement, but subject to the right of the first party to terminate the agreement at any time upon similar notice and subject to like conditions, as provided for in said agreement of July 22, 1925.

Second: For the use of said premises, the second party agrees to pay to the first party at the office of the Treasurer of the first party, in the City of Chicago, Illinois, the sum of Thirty-Seven Thousand Six Hundred Seven Dollars and Eighty-eight cents ($37,607.88) per annum, payable monthly in advance at the rate of Three Thousand One Hundred Thirty-Three Dollars and Ninety-Nine Cents ($3,133.99) per month, payable on the first of each month during the term of this lease.

Third: The second party further agrees to pay, in addition to the rental above set out, rental at the rate of six per cent (6%) per annum on the cost of any additions or betterments made to said premises during the term of this lease, or any extension thereof. Said rental to be added to the above mentioned rental and paid with the same, monthly in advance.

[fol. 3461] Except as hereby modified, each and all of the terms covenants and conditions of said agreement of lease of July 22, 1925, as modified by supplemental agreement of September 22, 1926, shall be deemed and construed to be a part of this supplemental agreement as fully and to the same

extent as though set out at length herein, and shall be applicable to the renewal of said lease herein provided.

Stamped: B. E. D.
Feb. 3, 1928.
(Signed) B. E. Dwinell.

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In Witness Whereof, the parties hereto have caused this instrument to be executed in duplicate, the day and year first above written.

The Chicago, Rock Island and Pacific Railway Company, by J. E. Gorman (Signed) Its President.

Attest: (Signed) Carl Nyquist, Secretary.

Simonds-Shields Lonsdale Grain Company, by (Signed) C. W. Lonsdale, Its President.

Attest: M. Rosenberg (Signed) Secretary.

Form Approved, General Attorney.

[fol. 3462]

Page 1

This Agreement, Made in duplicate and entered into this first day of April, A. D., 1931, by and between The Chicago, Rock Island and Pacific Railway Company, a Corporation, as First Party, and the Simonds-Shields-Lonsdale Grain Company, a Corporation, as Second Party:

Witnesseth:

Whereas, a certain agreement was entered into between the parties hereto under date of the 22nd day of July, A. D., 1925, whereby the First Party leased to the Second Party a certain grain elevator in Kansas City, Wyandotte County, Kansas, (therein stated to be commonly known and described as the "Terminal Elevator," but which is now better known as the "Rock Island Elevator"), being the only agreement in writing entered into between the said parties as of said date: and,

Whereas, the parties hereto entered into an agreement dated September 22nd, A. D., 1926, and also another agreement dated March 12th, A. D., 1928, for the purpose of modifying and amending said agreement dated July 22nd, A. D., 1925, and also for the purpose of extending the term thereof to May 31st, A. D., 1933, and,

Whereas, the Second Party requests that the term of said lease be extended for a term of five (5) years from May 31st,

A. D., 1933, and the First Party is willing to grant such renewal in the extension of said lease; and,

[fol. 3463] Whereas, the Second Party desires the First Party to construct a new Cyclone Dust Collecting System at an approximate cost of Two Thousand, Five Hundred and no/100 ($2,500.00) Dollars, and also a new heating device for the corn dryer at an approximate cost of Nine Thousand, Five Hundred and no/100 ($9,500.00); and,

Whereas, in order to make these improvements certain structures must be removed; and,

Whereas, the First Party is willing to amend said lease to cover the description of the ground in accordance with re-

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vision required and is willing to construct said Cyclone Dust Collecting System and said heating device for the corn dryer upon the conditions and provisions hereinafter contained.

Now, Therefore, for and in consideration of the covenants and agreements herein contained to be kept and mutually performed by the parties hereto, it is agreed as follows:

Section 1:

First: The term of said agreement of lease dated July 22nd, 1925, as amended and modified by the aforesaid supplemental agreements of Sept. 22nd, 1926 and March 12th, 1928, is hereby extended from June 1st, A. D., 1933, for the period of Five (5) years ending on the 31st day of May, A. D., 1938 unless sooner terminated as provided in said agreement of lease.

[fol. 3464] Second: For the use of said premises, the Second Party agrees to pay at the office of the Treasurer of the First Party, in the City of Chicago, Illinois, the sum of Thirty Five Thousand Five Hundred Fifty Eight Dollars ($35,558.00) per annum, payable monthly in advance at the rate of Two Thousand Nine Hundred Sixty Three Dollars and Seventeen Cents ($2,963.17) per month, payable on the first of each month during the terms of this lease. Said rental in this paragraph stipulated shall take effect as of May 1st, A. D., 1931. The change in the amount of the rent as herein provided takes into account the removal and retirement of said buildings and structures and the making of said improvements.

Third: The real estate which after May 1st, 1931, shall be covered by this lease is described as follows:

All that part of the Southwest Quarter (SW¼) of Section Fifteen (15), Township Eleven (11) South, Range Twenty-Five (25) East, Wyandotte County, Kansas, described as follows:

Beginning at the intersection of the southerly right of way line of The Chicago, Rock Island and Pacific Railway Company with the west line of Seventh Street in the City of Kansas City, Kansas; extending thence westerly along the said southerly right of way line one hundred twenty (120) feet more or less to the point of beginning; continuing thence westerly along said southerly right of way line a distance of five hundred fifty (550) feet more or less; thence northerly [fol. 3465] forty (40) feet more or less to a point ten (10) feet southerly distance from the center line of said Railway Company's most southerly yard track, measured at right angles thereto; thence easterly at right angles to and ten (10) feet southerly from said yard track, five hundred

twenty-five (525) feet more or less; thence southerly one Hundred seventy-five (175) feet more or less to the point of beginning, containing one and seventeen hundredths (1.17) acres more or less.

Section 2: The Second Party will loan, on demand, to the First Party the sum of Twelve Thousand and no/100 ($12,000.00) Dollars, or such other sum as shall be the actual cost of installing said dust collector and heating device. The First Party on receipt of said money will apply same in payment of the cost of constructing said dust collector and heating device.

Section 3: The First Party has promised and does hereby promise to pay the Second Party the money borrowed from it, as in Section 2 provided, with interest on unpaid balances at Five Per Cent (5%) per annum in twelve (12) equal installments. The first installment shall be due and paid by the First Party on the 1st day of the month following the receipt of said money, and each following installment shall be due and payable on the 1st of each following calendar month, until said sum and interest thereon is paid by the First Party to the Second Party.

[fol. 3466] Section 4: In consideration of said loan, the First Party will immediately begin the installation of said cyclone dust collector and heating device and carry con-

struction of same to earliest possible completion, in accordance with plans which shall be approved by both parties hereto.

Section 5: Except as hereby modified, each and all of the terms covenants and conditions of said agreement of lease of July 22nd, A. D., 1925, as modified by Supplemental Agreement of September 22nd, A. D., 1926, and by Supplemental Agreement of March 12th, A. D., 1928, shall be deemed and construed to be a part of this Supplemental Agreement as fully and to the same extent as though set out at length herein, and shall be applicable to the rental of said lease herein provided.

In Witness Where-, the parties hereto have caused these presents to be duly executed the day and year first above written.

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The Chicago, Rock Island and Pacific Railway Company, by J. E. Gorman, Its President. (Seal.)

O. K. L. C. F.

Form Approved: B. E. Dwinell, General Attorney.

Attest: Carl Nyquist, Secretary.

[fol. 3467] Simonds-Shields-Lonsdale Grain Company, by Fred C. Vincent, President. (Seal.)

Attest: M. Rosenberg, Secretary.

Approved: J. A. Stewart, Industrial Commissioner.

STATE OF ILLINOIS,
County of Cook, ss:

On this 17th day of April, before me, appeared J. E. Gorman to me personally known, who being by me duly sworn, did say that he is the President, of The Chicago, Rock Island and Pacific Railway Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. E. Gorman, acknowledged said instrument to be the free act and deed of said corporation.

In Witnesss Whereof, I have hereunto set my hand and affixed my notarial seal at my office in Chicago, Illinois, [fol. 3468] the day and year first above written.

W. Vanderpool, Notary Public. My Commission Expires: 27th day of October, 1934. (Seal.)

(Here follows 1 photolithograph, side folio 3469)

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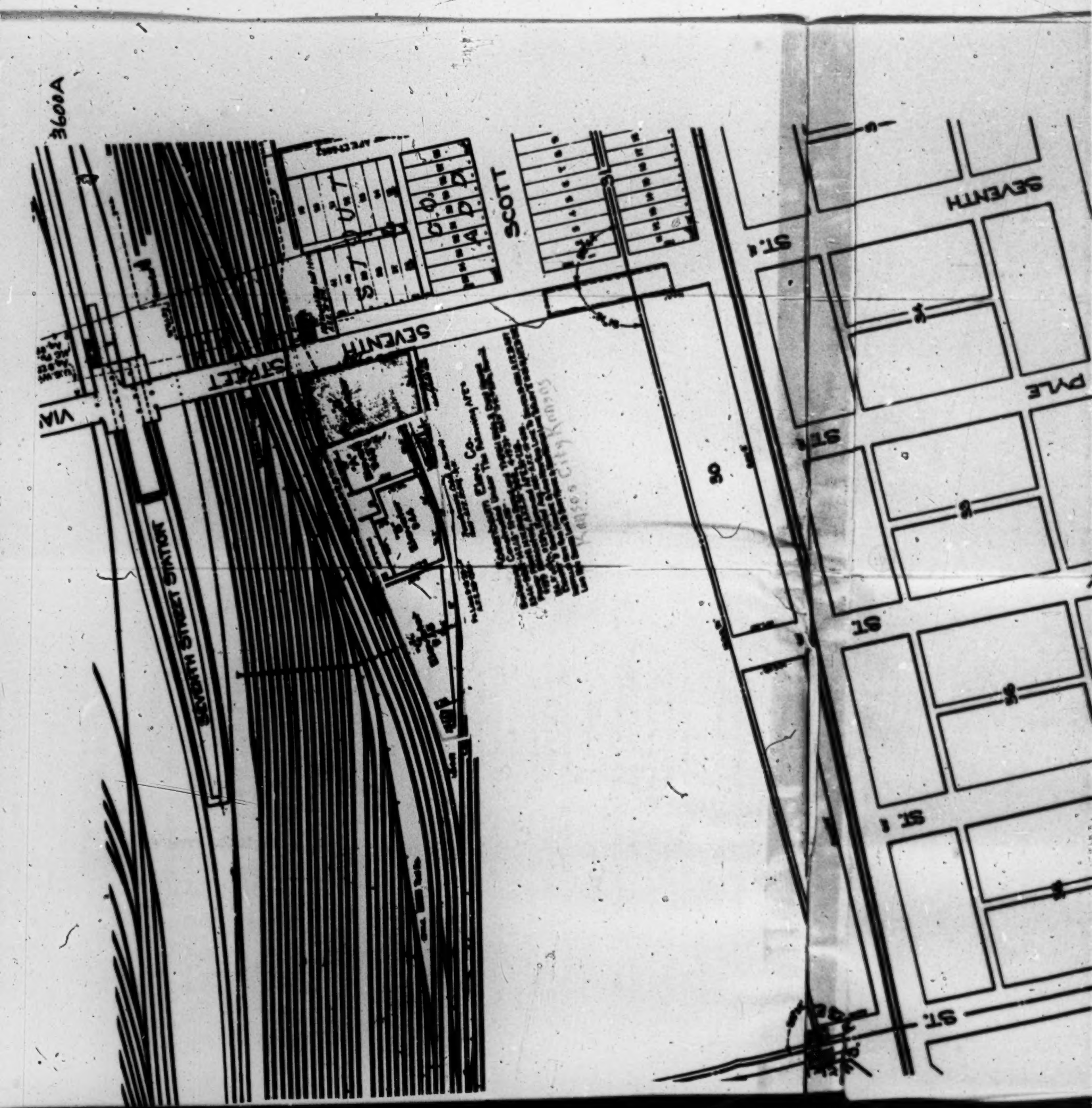
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[fol. 3470] This Agreement, Made in duplicate and entered into First day of May, A. D. 1934, by and between Frank O. Lowden, James E. Gorman and Joseph B. Fleming, as Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company and not as individuals, hereinafter called "First Party," party of the first part and The Simonds-Shields-Lonsdale Grain Company, a corporation, hereinafter called "Second Party," part of the second part,

Witnesseth:

Whereas, the Second Party leases a certain elevator owned by the First Party, as more particularly described in a lease dated the 22nd day of July, A. D. 1925 and supplements thereto; and,

Whereas, the last paragraph on the third page of said lease stipulates the conditions with reference to repair and maintenance of said elevator, and relative to which there has been more or less question as to the division of cost of said repairs as between the parties hereto; and,

Whereas, it is the desire of the parties hereto to clarify said last paragraph on page three of said lease by the substitution of the following agreement relative to making such repairs.

Said Second Party has agreed, and does hereby agree, that it will, at its own sole cost and expense, maintain the interior of said elevator, including all machinery, car and [fol. 3471] door pullers, electric motors, air compressor, switchboard appurtenances and appliances therein; also, to renew all broken window panes to test fire hose and to recharge fire extinguishers. Whenever such maintenance shall require new parts (material only), the same shall be furnished by the First Party whenever the cost of any one of said parts (material only) shall be Thirty Dollars ($30.00) or more; otherwise, the same shall be furnished by

the Second Party. The foregoing agreement with respect to maintenance shall be effective during the term of this lease, or any extension thereof, and during the entire occupancy of said premises by the Second Party; so that the elevator may be kept in proper running condition at all said times for the handling of grain therein.

The First Party agrees that it will, from time to time, at its own cost and expense, make all necessary repairs to

the exterior of said elevator; that whenever any machinery, fixtures, electric motors, appurtenances and appliances in and about said elevator are necessary to be replaced by reason of ordinary wear and tear, such replacement shall be made at the cost and expense of the First Party. The term "replacement" as used in this paragraph, means the installation of new machinery, fixtures, electric motors, appurtenances and appliances in lieu of such thereof as shall have become unfit through ordinary wear and tear; and [fol. 3472] does not mean that the First Party shall so furnish parts of such machinery, fixtures, electric motors, appurtenances and appliances except where the cost of any one thereof shall be Thirty Dollars ($30.00) or more, as hereinabove expressly provided.

If and when, in the opinion of the Second Party, the replacement of machinery, fixtures, electric motors, appurtenances and appliances may be necessary, due to ordinary wear and tear, the Second Party shall notify the First Party thereof, in writing, and thereupon, and without delay, a joint inspection shall be made of said machinery, fixtures, electric motors, appurtenances and appliances as described in said written notice, by an elected representative of each of the parties hereto to determine the necessity of such replacement.

Said lease and all supplements thereto and as modified herein shall continue in full force.

In Witness Whereof, the parties hereto have duly executed this agreement the day and year first above written.

Frank O. Lowden, James E. Gorman and Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, by L. C. Fritch, Their Operating Officer; W. F. P.

Attest: W. Vanderpool, Asst. Secretary for Trustees.

[fol. 3473] The Simonds-Shields-Lonsdale Grain Company, by Fred C. Vincent, President. (Seal.)

Attest: M. Rosenberg, Secretary.
Approved: W. H. Petersen, Chief Engineer.
Approved: J. A. Stewart, Industrial Commissioner.

This Agreement, Made in duplicate and entered into this Sixth day of August, A. D. 1937, between Frank O. Lowden, James E. Gorman and Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway

Company, as Trustees and not as individuals, parties of the first part, hereinafter termed "First Parties", and the Simonds-Shields-Lonsdale Grain Company, a Corporation, party of the second part, hereinafter termed "Second Party".

Witnesseth:

Whereas, the First Parties own a grain elevator, located in the City of Kansas City, Kansas, which is leased to the Second Party under lease dated July 22, 1925, with supple-
[fol. 3474] ments thereto, under the terms of which the Second Party paid an annual rental of Thirty-five Thousand Five Hundred Fifty-eight Dollars ($35,558.00).

Now Therefore, it is understood and agreed between the parties that the above-mentioned rental is hereby reduced, effective August 1, 1937, to Twenty-eight Thousand Six Hundred Ninety-two Dollars ($28,692.00) per annum, payable in equal monthly installments of Two Thousand Three Hundred Ninety-one Dollars ($2,391.00), in advance.

Except as revised herein, said agreement dated July 22, 1925, with supplements thereto dated September 22, 1926, March 12, 1928, April 1, 1931 and May 1, 1934, shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, by (Signed) J. A. Stewart, Industrial Commissioner for Trustees.

Attest: W. Vanderpool, Ass't Secretary, for Trustees.

(Signed) Simonds-Shields-Lonsdale Grain Company, by (Signed) F. A. Theis.

Attest: (Signed) M. Rosenberg, Secretary.

[fol. 3475] This Agreement, Made in duplicate and entered into twenty-eighth day of May, A. D. 1938, between Frank O. Lowden, James E. Gorman and Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, as Trustees and not as individuals, parties of the first part, hereinafter termed "First Parties",

and the Simonds-Shields-Lonsdale Grain Company, a Corporation, party of the second part, hereinafter termed "Second Party",

Witnesseth:

Whereas, a certain agreement was entered into between said Railway Company and the second party under date of the 22nd day of July, A. D. 1925, whereby said Railway Company leased to the Second Party a certain grain elevator (therein stated to be commonly known and described as the "Terminal Elevator", but which is now better known as the "Rock Island Elevator") in Kansas City, Wyandotte County, Kansas; and

Whereas, said Railway Company and the second party entered into agreements dated September 22nd, A. D. 1926, March 12th, A. D. 1928, and April 1st, 1931, and said Trustees and the second party entered into agreements dated May 1st, 1934, and August 6th, 1937, for the purpose of modifying and amending said agreement dated July 22nd, A. D. 1925, and also for the purpose of extending the term thereof to May 31st, A. D. 1938; and

Whereas, the Second Party requests that the term of [fol. 3476] said lease be extended for a term of five (5) years from May 31st, A. D. 1938, and the First Parties are willing to grant such renewal in the extension of said lease;

Now, Therefore, for and in consideration of the covenants and agreements herein contained to be kept and mutually performed by the parties hereto, it is agreed as follows:

Section 1:

First: The term of said agreement of lease dated July 22nd, 1925, as amended and modified by the aforesaid supplemental agreements of September 22, 1926, March 12, 1928, April 1, 1931, May 1, 1934, and August 6, 1937, is hereby extended from June 1st, A. D. 1938, for a period of Five (5) Years, ending on the 31st day of May, A. D. 1943, unless sooner terminated as hereinafter provided.

Second: For the use of said premises, the second party agrees to pay at the office of the Treasurer of the first parties, in the City of Chicago, Illinois, the sum of Twenty-eight Thousand Six Hundred Ninety-two Dollars ($28,692.00)

per annum, payable monthly in advance at the rate of Two Thousand Three Hundred Ninety-one Dollars ($2,391.00) per month, payable on the first of each month during the term of this lease.

Third: It is hereby understood and agreed that either the First Parties or the Second Party may terminate this [fol. 3477] lease prior to the date of expiration hereinbefore mentioned, by giving to the other party ninety (90) days' written notice prior to the end of any crop year. The crop year ends as of June 30th.

Section 2: Except as hereby modified, each and all of the terms, covenants and conditions of said agreement of lease of July 22nd, A. D. 1925, as modified by Supplemental Agreements of September 22nd, A. D. 1926, March 12th, A. D. 1928, April 1st, A. D. 1931, May 1st, A. D. 1934, and August 6th, A. D. 1937, shall be deemed and construed to be in effect as fully and to the same extent as though set out at length herein.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; provided that, the second party shall not assign or sublease without consent of the first parties.

In Witness Whereof, the parties hereto have caused these

Page 3

presents to be duly executed the day and year first above written.

Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, by J. A. Stewart (Signed), Industrial Commissioner for Trustees.

[fol. 3478] Attest: W. Vanderpool (Signed), Ass't (in ink) Secretary for Trustees.

Simonds-Shields-Lonsdale Grain Company (Signed) by F. A. Theis.

Attest: M. Rosenburg (Signed), Secretary.

Page 1

Whereas, heretofore and as of the Twenty-second day of July, A. D. 1925, an agreement was entered into between The Chicago, Rock Island and Pacific Railway Company,

as First Party, and the Simonds-Shields-Lonsdale Grain Company, as Second Party, whereby the First Party leased to the Second Party a certain grain elevator (therein stated to be commonly known and described as the "Terminal Elevator", but which is now better known as the "Rock Island Elevator") in Kansas City, Wyandotte County, Kansas; and

Whereas, further agreements were entered into between said parties under dates of September 22nd, A. D. 1926, March 12th, A. D. 1928, and April 1st, 1931, and between Frank O. Lowden, James E. Gorman and Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, and said Second Party, under dates of May 1st, 1934, August 6th, 1937, and May 28th, 1938, for the purposes of modifying and amending said original lease dated July 22nd, 1925; and

[fol. 3479] Whereas, since the making of the aforesaid agreements the interest of the Simonds-Shields-Lonsdale Grain Company in and to said lease and the use of the property has passed to Frank A. Theis, an individual;

Now, Therefore, Frank O. Lowden, James E. Gorman and Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, as Trustees and not as individuals, and said Frank A. Theis mutually adopt and agree to be bound by each and all of the terms, covenants and conditions of said agreement dated July 22nd, A. D. 1925, with supplements thereto as above enumerated, in all respects as if said Trustees and said Frank A. Theis had originally entered into such agreements

as First Parties and Second Party respectively. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the said Trustees in the ownership of said leased properties.

In Witness Whereof, the parties hereto have executed this agreement this Thirtieth day of June, A. D. 1939.

Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, by J. B. Angell (Signed), Real Estate and Tax Commis-
[fol. 3480] sioner for Trustees, (Signed) F. A. Theis.

Witness: M. Rosenburg (Signed).

Whereas, heretofore and as of the Twenty-second day of July, A. D. 1925, an agreement was entered into between The Chicago, Rock Island and Pacific Railway Company, as First Party, and the Simonds-Shields-Lonsdale Grain Company, as Second Party, whereby the First Party leased to the Second Party a certain grain elevator (therein stated to be commonly known and described as the "Terminal Elevator", but which is now better known as the "Rock Island Elevator") in Kansas City, Wyandotte County, Kansas; and

Whereas, further agreements were entered into between said parties under dates of September 22nd, A. D. 1926, March 12th, A. D. 1928, and April 1st, 1931, and between Frank O. Lowden, James E. Gorman and Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, and said Second Party, under dates of May 1st, 1934, August 6th, 1937, and May 28th, 1938, for the purposes of modifying and amending said original lease dated July 22nd, 1925; and

Whereas, on June 30, 1939, said agreement, with the sup-[fol. 3481] plements thereto, were adopted by the said Trustees and Frank A. Theis, as First and Second Parties thereto; and

Whereas, since the adoption of the aforesaid agreements the interest of Frank A. Theis in and to said lease and the use of the property has passed to the Simonds-Shields-Theis Grain Co., a corporation under the laws of the State of Missouri;

Now, Therefore, Frank O. Lowden, James E. Gorman and Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, as Trustees and not as individuals, and said Simonds-Shields-Theis Grain Co. mutually adopt and agree to be bound by each and all of the terms, covenants and conditions of said agreement

dated July 22nd, A. D. 1925, with supplements thereto as above enumerated, in all respects as if said Trustees and said Simonds-Shields-Theis Grain Co. had originally entered into such agreements as First Parties and Second Party respectively.

ST.
MILL
EIGHTH
COY
PYLE
SEVENTH
3469

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the said Trustees in the ownership of said leased properties.

In Witness Whereof, the parties hereto have executed this agreement this First day of July, A. D. 1939.

[fol. 3482] Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees of the Estate of The Chicago, Rock Island and Pacific Railway Company, (Signed) by J. B. Angell, Real Estate and Tax Commissioner for Trustees, Simonds-Shields-Theis Grain Co., (Signed) by F. A. Theis.

Attest: M. Rosenburg (Signed) Secy.-Treas. (in ink).

[fol. 3483] UNION PACIFIC EXHIBIT No. 310

Bernice Jackson

May 8, 1940

Interstate Commerce Commission
Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of sheets containing accounting data of the Bureau of Valuation of said Commission on the properties of the Chicago, Rock Island and Pacific Railway Company, the originals of which are now on file and of record in the office of said Commission.

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 1st day of May, A. D. 1940.

(Signed) I, W. P. Bartel, Secretary of the Interstate Commerce Commission.

(Fastened with blue ribbon and Interstate Commerce Commission Seal.)

[fol. 3484]

GSD:ECJ.

Bernice Jackson

May 8, 1940.

(Written in margin Mr. Lacey.)

(Stamped Jan. 10, 1936).

Bureau of Valuation

Page 1

January 8, 1936.

Subject: The Chicago, Rock Island and Pacific Ry. Co. Grain Elevator at Kansas City (Armourdale), Kansas

Mr. E. I. Lewis, Director:

In response to the request of Mr. Leslie Craven of the Federal Coordinator's staff, contained in his letter to you dated November 20, 1935, we submit herewith our estimate of the elements of value of the grain elevator located at Kansas City (Armourdale), Kansas, owned by the Chicago, Rock Island and Pacific Railway Company and leased to Simonds-Shields-Lonsdale Grain Company.

Original Cost to Date exclusive of land	$1,176,348.00*
Original Cost to Date exclusive of land (Depreciated)	858,734.00
Cost of Reproduction New based on 1934 Period Prices	1,509,495.00
Cost of Reproduction Less Depreciation based on 1934 Period Prices	1,102,380.00
Present Value of Lands	5,275.00

[fol. 3485] Reproduction costs based on 1934 spot prices are the same as stated above for period prices.

There is also furnished certain other information relative to the property, as requested by Mr. Craven.

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* Costs of land not included for the reason such costs cannot be definitely determined except on an arbitrary pro rata basis.

Grain Elevator at Kansas City, Kansas—2.
C. R. I. & P. Ry. Co.

Descriptive

(1)

These facilities consist of four units for cleaning, drying, and storage of grain, together with miscellaneous facilities, consisting of superintendent's two-story reinforced concrete office, frame outhouse, reinforced concrete grain dryer building, concrete and brick washroom and locker building, two structural steel-corrugated iron car sheds, and two-story brick and concrete dust house.

Main Unit "A" consists of 36 riveted steel storage bins, with 94 interspace bins, on concrete foundation surmounted by structural steel—corrugated iron workhouse.

Main Unit "B" consists of 22 reinforced concrete storage bins, 29 interspace bins, and 50 rectangular bins, surmounted by reinforced concrete workhouse.

Main Unit "C" consists of 25 reinforced concrete storage bins with 31 interspace bins.

Main Unit "D" consist of reinforced concrete [fol. 3486] storage bins.

The plant may be called fairly modern in type. Unit "D", the most recently built, is quite up-to-date. In this unit the bottoms of the bin walls rest on the foundation slabs and openings are out through the walls for the passage of persons and for the beltways. Units "A", "B" and "C" have exceptionally heavy concrete supports under the tanks, arranged longitudinally to permit passage of the belts and transversely to permit cross ventilation. The entire basement floor for all units ("A", "B", "C", and "D") is placed not more than a foot or so below the surrounding ground so that practically no trouble is experienced with ground water.

A portion of the north end of Units "A" and "B" is surmounted by workhouses and towers. All of the tanks not supporting the workhouses in Units "B" and "C" have open tops surmounted with reinforced concrete—tar and gravel roofs over the entire area with runways for the belting. Unit "A" has open top tanks with runways and the top area is enclosed by structural steel and corrugated iron

sides and roof. Unit "D" has more modern construction, with a slab over the entire top of the tanks which supports the beltways; holes in the slab

Page 3

Grain Elevator at Kansas City, Kansas—3.
C. R. I. & P. Ry. Co.

[fol. 3487] Descriptive

(1) cont.

permit access to the bins. The entire area over the bin is housed in with reinforced concrete walls and columns, with steel I-beams supporting precast concrete slabs covered with tar and gravel roofing.

The machinery is all driven by electric motors and there are some rope drives instead of short V-belts. The electric light wiring is in conduit, but the wiring for the Zelany thermometer system is exposed. Freight cars are handled with car pullers and unloaded by pulleys and drags. The entire plant is well protected against fire.

(2)

Unit "A" was constructed in 1906, Unit "B" in 1914, Unit "C" in 1915, and Units "D" in 1931.

(3)

The land consists of an irregular parcel adjoining the lessor's Armourdale Yard.

(4)

The storage bins of Unit "A" are 16 feet in diameter and 75 feet high, interspace bins being the same height. All-over dimensions 81 feet by 114 feet. Storage capacity 500,000 bushels.

The storage bins of Unit "B" are 24 feet in diameter and 86 feet, high, the interspace bins being the same height [fol. 3488] and the rectangular bins being 76 feet high. All-over dimensions 151 feet by 151 feet. Storage capacity 1,000,000 bushels.

The storage bins of Unit "C" are 24 feet in diameter and

95 feet high and the interspace bins are of the same height. All-over dimensions 225 feet by 38 feet. Storage capacity 1,000,000 bushels.

All-over dimensions of Unit "D" are 117 feet by 174 feet. Storage capacity 1,231,280 bushels.

The total capacity of these units is 3,731,280 bushels.

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Grain Elevator at Kansas City, Kansas—4
C. R. I. & P. Ry. Co.

(Descriptive

(4) cont.

The superintendent's office is 22 feet by 30 feet, grain dryer building 23½ feet by 31½ feet by 63 feet, and the dust house 52 feet by 20 feet.

(5)

The tracks used in serving the elevator are three loading tracks and one dust collector track, aggregating 3,060 track feet. Approximately one mile of track in adjacent yard is used in part for elevator service. None of these tracks are [fol. 3489] reflected in the above estimate as they are not included in the lease to the Grain Company.

(Signed) C. H. Spencer, Head Valuation Engineer; R. A. Lacey, Head Auditor Property Changes; A. B. Manly, Head Land Appraiser.

U. P. EXHIBIT NO. 311

3490

Report for the Year ended December 31, 1937 — Service Jackson MAY 5 19[illegible]

311

504. MISCELLANEOUS NONOPERATING PHYSICAL PROPERTY

This schedule calls for the results of nonoperating properties of the character of those provided for in schedule No. 212, "Miscellaneous physical property" (p. 200). The total of column (d) should support the return to account 511, "Miscellaneous nonoperating physical property", on page 208.

In column (a) give a sufficient description (including location) to identify the property and to show the character of the business (if any) to which it is devoted. Each item amounting to $25,000 or more should be stated. Items less than $25,000 may be combined in a single entry designated "Minor items, each less than $25,000."

Line No.	Designation and description of property (a)	Total expenses during the year (b)		Total expenses during the year (c)		Profit (or loss) for the year (d)		Total taxes applicable to the year (e)	
		$		$		$		$	
1	Real estate - Illinois	10	828	13	486	6	158	21	253
2	Iowa		17		-		17		17
3	Missouri	2	146		756	2	388	11	006
4	Kansas	13	287	6	280	6	987	4	287
5	Oklahoma	2	718		246	2	466	1	670
6	Colorado	11	444	3	719	7	725	7	580
7	New Mexico	10	287	10	466		821		668
8	Arizona	31	661	13	274	18	387		100
9	California	97	169	31	565	66	604	32	081
10	Texas	19	048	1	315	17	733	8	877
11	Rail & fastenings leased various parties	33	867		11	33	856		-
12	Grain elevator, Argentine, Kans.	133	888	8	182	126	406	25	518
13	Stock feed yards, Morris, Kans.	28	048	1	988	27	060	1	560
14	Various facilities, Grand Canyon, Ariz.	106	983	15	362	91	671		-
15	Minor items, each less than $25,000	7	810	5	063	2	747	1	304
16	Total	548	852	111	322	451	430	134	039

This is to certify that the above is a photostatic copy of Schedule No. 504 in the annual report of The Atchison, Topeka and Santa Fe Railway Company to the Interstate Commerce Commission for the year ended December 31, 1937.

C D Clark

Auditor of Disbursements.
The AT&SF Ry Co.

Topeka, Kansas,
May 5, 1940.

3613

674. MISCELLANEOUS NONOPERATING PHYSICAL PROPERTY

This schedule calls for the results of nonoperating properties of the character of those provided for in schedule No. 212, "Miscellaneous physical property" (p. 208). The total of column (f) should support the return to account 511, "Miscellaneous nonoperating physical property", on page 210.

In column (a) give a sufficient description (including location) to identify the property and to show the character of the business (if any) to which it is devoted. Each item amounting to $25,000 or more should be stated. Items less than $25,000 may be combined in a single entry designated "Minor items, each less than $25,000."

Line No.	Designation and description of property (a)	Total expenses during the year (b)			Total expenses during the year (c)			Profits for the year or loss for the year (d)			Total taxes applicable to the year (e)		
1	Real estate - Illinois	$	21	651	$	4	208	$	17	443	$	18	548
2	Iowa			17						17			17
3	Missouri		4	045			147		3	998		11	188
4	Kansas		15	850		3	940		11	990		4	208
5	Oklahoma		3	868			155		3	887		3	072
6	Colorado		11	894		2	020		9	874		17	940
7	New Mexico		14	543		10	944		4	310			372
8	Arizona		49	067		13	947		35	640			210
9	Real estate - California		113	089		35	192		80	897		17	080
10	Texas		15	675		4	563		11	112		2	092
11	Rail & fastenings leased various parties		28	989					28	989			
12	Grain elevator, Argentine, Kans.		146	276		6	413		139	863		47	324
13	Various facilities, Grand Canyon, Ariz.		95	448		11	094		84	354			
14	Minor items, each less than $25,000		27	774		4	438		23	336		2	741
15	Total		552	108		98	936		452	166		141	729

This is to certify that the above is a photostatic copy of Schedule No. 674 in the annual report of The Atchison, Topeka and Santa Fe Railway Company to the Interstate Commerce Commission for the year ended December 31, 1938.

C D Clark

Auditor of Disbursements.
The AT&SF Ry Co.

Topeka, Kansas,
May 6, 1940.

3614

374. MISCELLANEOUS NONOPERATING PHYSICAL PROPERTY

This schedule calls for the results of nonoperating properties of the character of those provided for in schedule No. 212, "Miscellaneous physical property" (p. 200). The total of column (d) should support the return in account 511, "Miscellaneous nonoperating physical property", on page 305.

In column (a) give a sufficient description (including location) to identify the property and to show the character of the business (if any) to which it is devoted. Each item amounting to $25,000 or more should be stated, items less than $25,000 may be combined in a single entry designated "Minor items, each less than $25,000."

Line No.	Designation and description of property (a)	Total revenues during the year (b)	Total expenses during the year (c)	Profit (in black) or loss (in red) for the year (d)	Total taxes applicable to the year (e)
1	Real estate - Illinois	$ 22 992	$ 5 070	$ 17 922	$ 15 612
2	Iowa	17		17	17
3	Missouri	4 292	421	3 871	11 130
4	Kansas	15 253	296	14 957	3 459
5	Oklahoma	5 936	128	5 808	2 144
6	Colorado	7 513	1 039	6 474	11 083
7	New Mexico	13 537	10 424	3 113	2 517
8	Arizona	50 908	14 808	36 099	224
9	California	116 887	46 253	68 634	20 671
10	Texas	19 361	1 222	18 139	9 664
11	Hall & Dickerson leased prisms parties	29 935		29 935	
12	Swift & Co., Argentine, Kans.	62 942	21 032	41 910	47 124
13	Various facilities operated by Fred Harvey	286 155	270 823	15 332	29 480
14	Minor items, each less than $25,000	24 682	3 785	18 897	2 720
15	Total	660 794	377 606	283 088	165 045

375. SEPARATELY OPERATED PROPERTIES—PROFIT OR LOSS

Give particulars of the several separately operated properties of companies having a corporate existence separate and distinct from that of the respondent, the profits or losses resulting from the operation of which are creditable or payable in whole or in part by the respondent, and for each such separately operated property state the amount of such profits or losses accrued to the respondent during the year.

No dividends or other returns on securities held by or for the respondent should be shown hereunder nor any interest on construction advances or other loans.

This is to certify that the above is a photostatic copy of Schedule No. 374 in the annual report of the Atchison, Topeka and Santa Fe Railway Company to the Interstate Commerce Commission for the year ended December 31, 1939.

C D Clark

Auditor of Disbursements
The AT&SF Ry Co.

Topeka, Kansas,
May 6, 1940.

212. MISCELLANEOUS PHYSICAL PROPERTY

Give particulars of all investments of the respondent in physical property includible in account No. 708, "Miscellaneous physical property", in the Uniform System of Accounts for Steam Railway Corporations. The description of the property in column (a) should give the location and other identification of it with a reasonable degree of particularity.

Each item amounting to $100,000 or more should be stated; items less than $100,000 may be combined in a single entry designated "Minor items, each less than $100,000."

If any of the property herein provided for was acquired in consideration of stocks, or of bonds or other evidences of debt, or in exchange for other property, enter in column (c) only the actual cash or money paid, and in a note attached to this sheet describe fully the consideration actually given.

In column (e) give an analysis of the amount shown on the balance sheet (p. 201) for "Accrued depreciation—Miscellaneous physical property" at the close of the year.

If any property of the character provided for in this schedule was disposed of during the year, give particulars in a footnote.

The revenues, expenses, and taxes of these properties should be reported on pages 300 and 310, as appropriate.

Line No.	Name and description of physical property held at close of year as an investment (a)	Date of acquisition (b)	Actual money cost to respondent (c)	Amount at which carried on respondent's books at close of year (d)	Depreciation accrued to close of year (e)
			$	$	$
1	Real estate held in anticipation of future use:				
2	Illinois	Various	2 003 179	2 003 179	
3	Iowa	"	30 502	30 502	
4	Missouri	"	1 068 880	1 068 880	
5	Kansas	"	677 719	677 719	
6	Oklahoma	"	593 525	593 525	
7	Colorado	"	602 433	602 433	
8	New Mexico	"	31 400	31 400	
9	Arizona	"	104 120	104 120	
10	California	"	4 223 168	4 223 168	
11	Texas	"	909 261	909 261	
12	Louisiana	"	315	315	
13	Rail and fastenings leased to various parties	"	732 515	732 515	
14	Grain elevator, Argentine, Kansas	"	3 828 012	3 828 012	
15	Stock feed yards, Marris, Kansas	"	954 945	954 945	
16	Various facilities, Grand Canyon, Arizona	"	460 967	460 967	
17	Water facilities, Winslow, Arizona	"	142 611	142 611	
18	Right-of-way along abandoned lines	"	-	3 729	
19	Minor items, each less than $100,000	"	240 356	240 356	
20			Total	16 507 806	None

Explanatory Notes:

Line 2, 5, and 8. Decreases due to retirement of lands and buildings, small sales of lands, and transfers to Account 701.

Line 13. Decrease due to revision of book value of leased material.

Line 19 " " " retirement of lands.

Ferry boats reported opposite line No 17 in report for the year ended December 31, 1936, were sold.

This is to certify that the above is a photostatic copy of Schedule No. 212 in the annual report of The Atchison Topeka and Santa Fe Railway Company to the Interstate Commerce Commission for the year ended December 31, 1937.

C W Clark

Auditor of Disbursements
The AT&SF Ry. Co.

Topeka, Kansas,
May 6, 1940.

3616

EX 312 Santa Fe 938 3494 1938

312. MISCELLANEOUS PHYSICAL PROPERTY

Give particulars of all investments of the respondent in physical property includible in account No. 731, "Miscellaneous physical property", in the Uniform System of Accounts for Steam Railway Corporations. The description of the property in column (a) should give the location and other identification of it with a reasonable degree of particularity.

Each item amounting to $100,000 or more should be stated; items less than $100,000 may be combined in a single entry designated "Minor items, each less than $100,000."

If any of the property herein provided for was acquired in consideration of stocks, or of bonds or other evidences of debt, or in exchange for other property, enter in column (c) only the actual cash or money paid, and in a note attached to this sheet describe fully the consideration actually given.

In column (c) give an analysis of the amount shown on the balance sheet (p. 201) for "Accrued depreciation—Miscellaneous physical property" at the close of the year.

If any property of the character provided for in this schedule was disposed of during the year, give particulars in a footnote.

The revenues, expenses, and taxes of these properties should be reported on pages 300 and 310, as appropriate.

Line No.	Name and description of physical property held at close of year as an investment (a)	Date of acquisition (b)	Actual money cost to respondent (c)	Amount at which carried on respondent's books at close of year (d)	Depreciation accrued to close of year (e)
1	Real estate held in anticipation of future use:		$	$	$
2	Illinois	Various	3 003 008	3 003 008	
3	Iowa	"	30 808	30 808	
4	Missouri	"	1 087 716	1 087 716	
5	Kansas	"	889 250	889 250	
6	Oklahoma	"	590 245	590 245	
7	Colorado	"	808 088	808 088	
8	New Mexico	"	31 389	31 389	
9	Arizona	"	104 041	104 041	
10	California	"	4 416 288	4 416 288	
11	Texas	"	801 304	801 304	
12	Louisiana	"	216	216	
13	Rail and fastenings leased to various parties:	"	633 062	633 062	
14	Comin &Scranton, Argentine, Kansas	"	2 828 012	2 828 012	
15	Stock feed yards, Harris, Kansas	"	955 173	955 173	
16	Various facilities, Grand Canyon, Arizona	"	480 564	480 564	
17	Water facilities, Kingman, Arizona	"	146 918	146 918	
18	Right-of-way along abandoned lines	"	-	2 956	
19	Minor items, each less than $100,000	"	239 092	239 092	
20			Total	16 626 814	Rents

Note: Lines 2, 4, 5, 7, 8, 9, and 11. Decreases due to retirement and small sales of land and buildings, and transfers to Account 701.
Line 13. Decrease due to return of leased material.
Line 19. " " " retirement of facilities.

This is to certify that the above is a photostatic copy of Schedule No. 212 in the annual report of The Atchison Topeka and Santa Fe Railway Company to the Interstate Commerce Commission for the year ended December 31, 1938.

C D Clark

Auditor of Disbursements
The AT&SF Ry Co.

3917

212. MISCELLANEOUS PHYSICAL PROPERTY

Give particulars of all investments of the respondent in physical property including in account No. 705, "Miscellaneous physical property" in the Uniform System of Accounts for Steam Railway Corporations. The description of the property in column (a) should give the location and other identification of it with a reasonable degree of particularity.

Each item amounting to $100,000 or more should be stated; items less than $100,000 may be combined in a single entry designated "Minor items, each less than $100,000."

If any of the property herein provided for was acquired in consideration of stocks, or of bonds or other evidences of debt, or in exchange for other property, enter in column (c) only the actual cash or money paid, and in a note attached to this sheet describe fully the consideration actually given.

In column (e) give an analysis of the amount shown on the balance sheet (p. 201) for "Accrued depreciation—Miscellaneous physical property" at the close of the year.

If any property of the character provided for in this schedule was disposed of during the year, give particulars in a footnote.

The revenues, expenses, and taxes of these properties should be reported on pages 300 and 310, as appropriate.

Line No.	Name and description of physical property held at close of year as an investment (a)	Date of acquisition (b)	Actual money cost to respondent (c)	Amount at which carried on respondent's books at close of year (d)	Depreciation accrued to close of year (e)
			$	$	$
1	Real estate held in anticipation of future use:				
2	Illinois	Various	2 002 539	2 002 539	
3	Iowa	"	30 502	30 502	
4	Missouri	"	1 067 855	1 067 855	
5	Kansas	"	668 904	668 904	
6	Oklahoma	"	589 166	589 166	
7	Colorado	"	354 434	354 434	
8	New Mexico	"	31 400	31 400	
9	Arizona	"	107 855	107 855	
10	California	"	6 887 952	6 887 952	
11	Texas	"	863 140	863 140	
12	Louisiana	"	215	215	
13	Rail and fastenings leased to various parties	"	561 555	561 555	
14	Grain elevator, Argentine, Kansas	"	3 828 012	3 828 012	
15	Stock feed yards, Marrs, Kansas	"	955 446	955 446	
16	Various facilities operated by Fred Harvey	"	5 169 310	5 169 310	
17	Water facilities, Winslow, Arizona	"	147 345	147 345	
18	Right-of-way along abandoned lines	"	-	6 307	
19					
20			Total	29 271 937	

Note: Lines 2, 3, 6, and 18. Decreases due to retirement and small sales of land and buildings, and transfers to Account 701.
Line 7. Decrease due to sale of land and buildings in East Denver, Colorado.
Line 13. Decrease due to return of leased material.

This is to certify that the above is a photostatic copy of Schedule No. 212 in the annual report of The Atchison Topeka and Santa Fe Railway Company to the Interstate Commerce Commission for the year ended December 31, 1939.

C D Clark

Auditor of Disbursements
The AT&SF Ry Co.

Topeka, Kansas,
May 6, 1940.

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[fol. 3496] PLAINTIFF'S EXHIBIT No. 313

Bernice Jackson

May 8, 1940

(Copy)

Contract #56931

This Indenture, Made this 5th day of May, 1926, between The Atchison, Topeka and Santa Fe Railway Company, a Kansas corporation (hereinafter called the "Lessor"), party of the first part, and Davis-Noland-Merrill Grain Company, a Missouri corporation (hereinafter called the "Lessee"), party of the second part.

Witnesseth, That:

Whereas, the Lessor, for the prompt and economical handling of its grain business into and through the large grain terminal of Kansas City, Missouri, for the conservation of its supply of grain cars, and to secure their speedy unloading and return to the point of initial loading, has found it necessary to erect and has erected a large terminal elevator at or near Argentine, Kansas; and

Whereas, it desires to retain all rights necessary to continue the conservation of its supply of grain cars and to secure the speedy unloading and return of such cars in connection with the leasing of said elevator to the Lessee.

Now, Therefore:

In Consideration of the payment of the rental hereinafter agreed to be paid by the Lessee and of the covenants of the Lessee hereinafter set forth, and of the faithful [fol. 3497] performance of the same, the Lessor does by these presents lease to the Lessee the property and all the improvements located thereon and appurtenant thereto and located at or near Argentine, Kansas, which said property is shown inclosed in red lines on the print hereto attached marked "Exhibit "A" and made a part hereof, and is particularly described as follows:

Beginning at a point 441.5 feet northeasterly of, measured at right angles to the center line of the west bound passenger main track of The Atchison, Topeka and Santa Fe Railway Company at Mile Post 6-887 feet; thence northwesterly parallel with said center line 102 feet; thence

northeasterly at right angles 13 feet; thence northwesterly at right angles 420 feet; thence northeasterly at right angles 151 feet; thence southeasterly at right angles 422 feet; thence northeasterly at right angles 256.8 feet; thence northwesterly at right angles 241 feet; thence northeasterly at right angles 67 feet; thence northwesterly at right angles 88 feet; thence northeasterly at right angles 19 feet; thence northwesterly at right angles 91 feet; thence northeasterly at right angles 29 feet; thence southeasterly at right angles 247 feet; thence northeasterly at right angles 11.4 feet; thence southeasterly at right angles 142 feet; thence northeasterly at right angles 76.9 feet; thence northwesterly at right angles 32 feet; thence northeasterly at right angles 43.5 feet; thence southeasterly at right angles 194 feet; [fol. 3498] thence southwesterly at right angles 43.5 feet; thence southeasterly at right angles 32 feet; thence southwesterly at right angles 95.2 feet; thence northwesterly at right angles 16 feet; thence southwesterly at right angles 43 feet; thence northwesterly at right angles 47 feet; thence southwesterly at right angles 416.9 feet; thence southeasterly at right angles 37 feet; thence southwesterly at right angles 13 feet; thence northwesterly at right angles 37 feet; thence southwesterly at right angles 56 feet to point of beginning, containing an area of 182,030.7 square feet; including the elevator, storage tanks and other buildings located upon said premises, the sewer and drainage system appurtenant thereto, and the water lines, electric power lines, car pullers and roadways shown by red lines on said Exhibit; also all machinery and other personal property thereon or appertaining thereto, it being agreed that the personal property hereby demised is correctly described in the schedule hereto attached, marked "Exhibit "B" and made a part hereof; Expressly Reserving and Excepting, However, from the demised property all railroad tracks that may now or hereafter during the term of this lease be placed upon the demised premises, it being understood that nothing herein contained shall be construed as a grant to the Lessee of any right to use such tracks or as a restriction upon the full and free right of the Lessor, its successors, lessees and assigns, to use said tracks during said [fol. 3499] entire term.

To Have and to Hold the said premises, unless this indenture shall be earlier terminated as hereinafter provided, for the term of Five (5) Years from and after June 30th,

1926, subject, however, to termination on June 30th of any year by either party upon written notice served upon the other party not less than ninety (90) days prior to June 30th of such year; but upon any such termination prior to the expiration of the full term, the Lessee shall be entitled to have refunded by the Lessor a proportionate part of the rentals paid in advance.

Article I

In Consideration of the aforesaid lease, the Lessee covenants and agrees to and with the Lessor as follows:

1777—(Shown in lower left hand margin.)
Sheet 1-11 (Shown in lower right hand margin.)
20

1

Contract #56931

1. That it will pay to the Lessor as rental for the demised property the sum of Eighty-eight Thousand Three Hundred Forty-eight and 56/100ths Dollars ($88,348.56) per annum for each and every year of said term, payable in advance in monthly installments of Seven Thousand Three Hundred Sixty-two and 38/100ths Dollars ($7,362.38).

2. That it will operate the demised property during the term hereof exclusively as a grain elevator, except as prevented from so doing by fire or the act of God.

[fol. 3500] 3. That neither the Lessee, its successors or assigns, nor any subsequent assignee, shall underlease or sublet the demised property, or the buildings or improvements erected thereon, nor assign this lease or any interest herein, without the written consent and approval in each instance of the President or a Vice President of the Lessor, and that at the option of the Lessor, this lease shall be forfeited by any such voluntary sublease or assignment, or by any assignment thereof by operation of law.

4. That at its own cost it will make such internal repairs as may be necessary to keep the demised property in its present condition, ordinary wear and tear and damage by fire and the act of God excepted; provided, however, the repairs so to be made by the Lessee shall not include repairs to the stand pipe connected with the fire hose, which repairs are to be made by and at the sole cost of the Lessor;

and, provided further, that the repairs so to be made by the Lessee under this Section 4 shall not include the replacing of belting, it being agreed that the Lessor shall replace said belting when reasonably necessary, and that the Lessee shall pay monthly to the Lessor, beginning with the first day of the calendar month succeeding the completion in every respect of such replacement, in addition to the payment to be made under Section 1 of this Article I, a sum equal to interest at the rate of six per cent (6%) per annum on the cost thereof to the Lessor.

[fol. 3501] 5. That it will promptly transfer grain from car to car through said elevator upon the request and at the expense of the Lessor, charging therefor such rates as may from time to time be fixed by tariff. It is understood and agreed that the insurance policy of the Lessee shall extend to and cover the grain while being so transferred.

6. That it will bear and pay and will indemnify and hold harmless the Lessor from and against any and all claims for injury to or the death of any employe or employes of the Lessee during the term of this lease growing out of or incidental to the management or operation or condition of said elevator or the appurtenances thereto.

7. That the Lessor shall not be responsible for any damage caused by fire, whether from railroad engines or otherwise, to the property of the Lessee stored or contained in, about or upon the demised property, or to property of others in its care, including grain transferred upon the request of the Lessor under Section 5 of this Article I.

8. That it will permit the employes of the Lessor reasonable opportunity to enter into and upon the property and premises hereby demised from time to time for the purpose of inspecting the plant and machinery thereof and for making any replacements or repairs which the Lessor under the terms of this agreement is obligated to do.

9. That during the term hereof it will purchase from the [fol. 3502] Kansas City Power and Light Company all electrical energy used in its business for any purposes whatsoever at the said elevator, provided the rates charged by said Power and Light Company shall not be higher than those charged by any other person, firm or corporation in this locality for the class of service rendered, and in the

event that at any time during said term the Lessee shall fail to purchase all the electrical energy so used at said elevator from said Power and Light Company, and such failure shall not result by reason of the rates charged by said Power and Light Company being higher than those charged by the Power and Light Company to any other person, firm or corporation in this locality for the class of service rendered, then it, the Lessee, will pay to the Lessor whatever sum shall thereupon become due and payable by the Lessor to the said Power and Light Company for electrical equipment under the provisions of certain agreement between the Lessor and said Power and Light Company dated July 2nd, 1921, a copy whereof is hereto attached, marked "Exhibit C" and made a part hereof.

Article II

The parties mutually agree as follows:

1. The Lessor shall bear and pay all taxes, charges and assessments levied upon or assessed against said demised property, and for such insurance on the buildings now or hereafter constructed upon said premises as it may choose to carry. It shall at its sole cost make all outside repairs [fol. 3503] as well as repairs to all tracks both inside and outside of any buildings upon the demised premises. It shall at its sole cost keep in repair the stand pipe connected with the fire hose and make any extraordinary repairs needed on account of any collapse or breakdown of the said elevator caused by or resulting from defects in the building and machinery. It shall replace rubber belting in and upon the demised property.

2. If during said term any of the improvements on the demised property shall be injured by fire or the act of God to such an extent as to render the demised property as a whole untenantable for the purposes for which they are demised, this lease may be terminated by either party giving notice in writing within ten (10) days after such injury of its intention to terminate the same and upon the giving of such notice the rent hereby reserved shall cease as of the time of such change in the condition of said premises; Provided, However, that if the injury be of such a nature that the premises can be restored within ninety (90) days after such injury and the Lessor shall give prompt notice to the Lessee that it has elected to so restore the premises

within such ninety (90) days and shall do so, then this lease shall continue in force during the remainder of the term hereof, but during the period required for such restoration the Lessee shall not be liable for any rent.
1777 (Shown in extreme left hand corner.)

Sheet 2-11 (Shown in extreme right hand corner.)
21

[fol. 3504] 3. The Lessor shall at all times have the exclusive right of advertising on the exterior of the demised buildings.

4. If the Lessee shall fail to pay any sum payable by it hereunder on the date when the same shall be due or shall fail to perform or comply with any other covenant or condition by it to be performed or complied with under this lease and such default shall continue for a period of sixty (60) days after written demand for such payment, performance or compliance shall have been made upon the Lessee by the Lessor, then and in such case the Lessor shall have and hereby is given the right, at its election, to declare this lease terminated and after notifying the Lessee in writing of such election this agreement, then and there, by such notice, shall be terminated and all the rights of the Lessee and of all parties claiming under or through it to use the demised property or any part thereof shall cease and determine and the Lessor may exclude the Lessee and any one acting under its permission or authority wholly from the demised property; but such or any other termination, or the expiration hereof, shall not relieve the Lessee from any liability which may have attached or accrued prior to or at the date of such termination or expiration or deprive the Lessor of the right to enforce any such liability or of the benefit of any covenants or obligations in this lease contained to indemnify or hold it harmless.

[fol. 3505] 5. Upon the expiration or any termination of this lease the Lessee shall upon demand without further notice deliver to the Lessor the possession of the demised property and premises in their present condition, ordinary wear and tear and damage by fire and the act of God excepted.

6. In case any disagreement shall arise between the parties hereto as to the meaning of any provision hereof or as to any matter arising under this agreement, then upon the written request of either party the matter in dif-

ference shall be submitted to three arbitrators, one of whom shall be appointed by the Lessor, one by the Lessee and the third by the two so appointed. The decision of such arbitrators, or of any two of them, given after a hearing of which both parties shall have been duly notified, and at which they shall have been given an opportunity to be heard shall be final and binding upon both parties as to the matter or matters submitted for arbitration and each of the parties agree that forthwith upon the rendering of such decision or award it will perform and comply with the requirements thereof and the same shall be regarded as a part of this agreement as though incorporated herein.

In case the two arbitrators appointed by the parties shall fail within a period of thirty (30) days to select the third arbitrator or in case one party hereto shall after twenty (20) days notice or demand fail or refuse to designate its [fol. 3506] arbitrator then such third or other arbitrator shall be selected by the Judge of the United States District Court for the district in which said elevator is located.

The arbitrators shall in their award determine which party shall pay the cost and expenses of the arbitration or how the same shall be divided between or borne by the respective parties.

7. All the covenants and provisions of this indenture shall be binding upon the legal representatives, successors and assigns of the Lessee to the same extent and effect as the same are binding upon said Lessee and that each and every covenant herein shall inure in favor of and run to the successors and assigns of the Lessor and to each and every company, person or corporation which may hereafter own or be in possession of and operate the property of the Lessor to the same extent and as fully as though such company, person or corporation were specifically named in this lease in the place and stead of the said Lessor.

In Witness Whereof, this instrument has been duly executed in duplicate by the parties hereto the day and year first above written.

The Atchison, Topeka and Santa Fe Railway Company by (Signed) W. B. Storey, President. Davis-Noland-Merrill Grain Company by (Signed) G. H. Davis, President.

1777 (shown in left hand corner).

(Here follows 1 photolithograph, side folio 3507)

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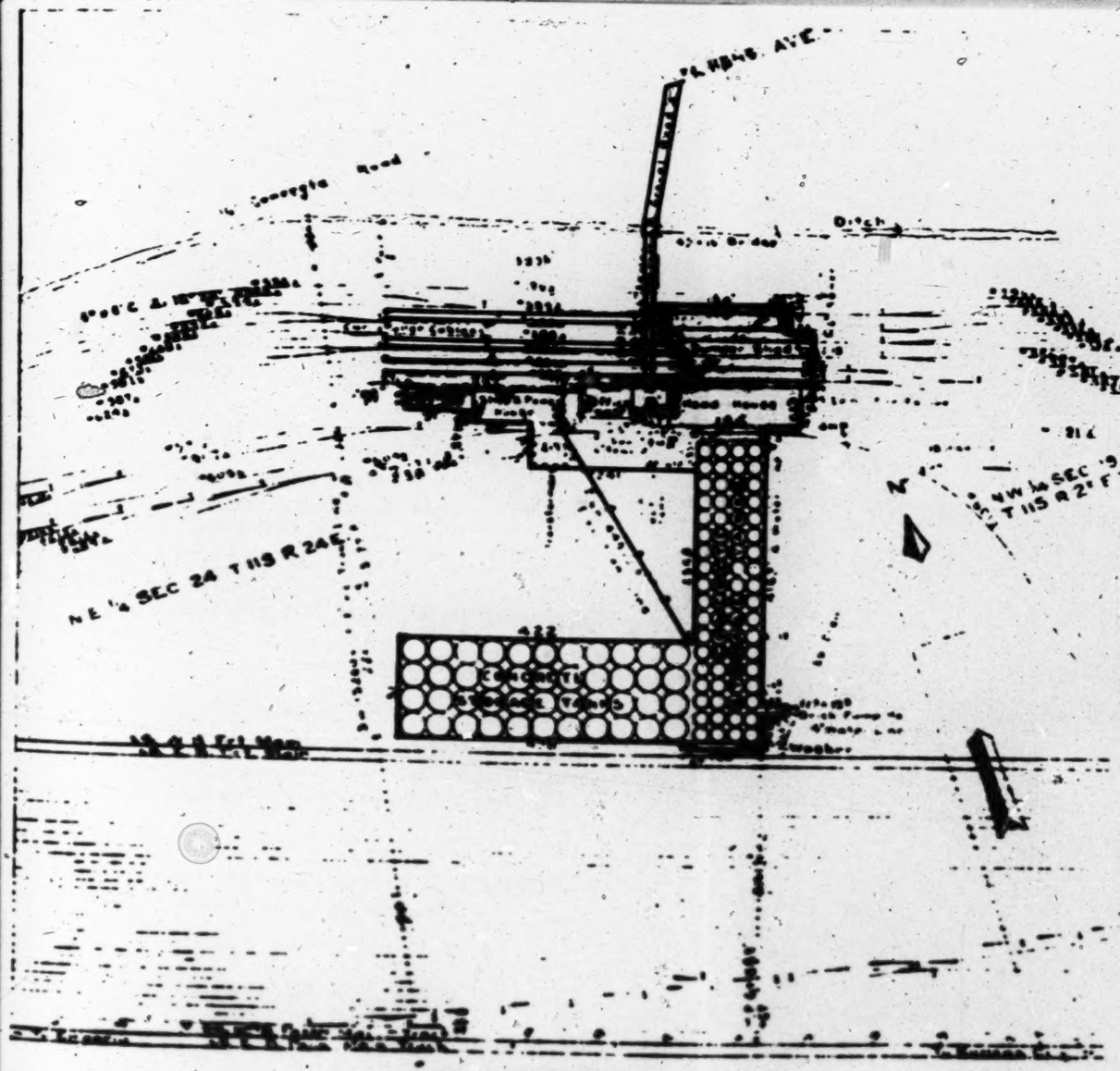

ELEVATOR 'A'
AT ARGENTINE,
WYANDOTTE COUNTY, KANSAS.
Scale 1"=200'

EXHIBIT 'A'

3507

TO BE ATTACHED TO AGREEMENT BETWEEN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
AND
DAVIS - NOLAND - MERRILL GRAIN COMPANY
COVERING LEASE OF GROUND AND BUILDINGS AT ELEVATOR 'A'
ARGENTINE, KANSAS.

IDENTIFIED BY { Chief Engr. A.T.&S.F.Ry.Co.
Davis Noland-Merrill Grain Co.

Description

Beginning at a point 441.5 feet northeasterly of, measured at right angles to the center line of the west bound passenger main track of The Atchison, Topeka and Santa Fe Railway Company at Mile Post 6 plus 887 feet; thence northwesterly parallel with said center line 102 feet, thence northeasterly at right angles 13 feet; thence northwesterly at right angles 420 feet; thence northeasterly at right angles .51 feet; thence southeasterly at right angles 422 feet, thence northeasterly at right angles 256.6 feet, thence northwesterly at right angles 241 feet, thence northeasterly at right angles 67 feet, thence northwesterly at right angles 88 feet; thence northeasterly at right angles 9 feet, thence northwesterly at right angles 91 feet; thence northeasterly at right angles 29 feet; thence southeasterly at right angles 247 feet; thence northeasterly at right angles 118 feet; thence southeasterly at right angles 142 feet; thence northeasterly at right angles 769 feet; thence northwesterly at right angles 32 feet; thence northeasterly at right angles 435 feet, thence southeasterly at right angles 194 feet; thence southwesterly at right angles 433 feet; thence southeasterly at right angles 32 feet; thence southwesterly at right angles 958 feet, thence northwesterly at right angles 16 feet; thence southwesterly at right angles 43 feet; thence northwesterly at right angles 47 feet; thence southwesterly at right angles 416.9 feet, thence southeasterly at right angles 37 feet; thence southwesterly at right angles 13 feet, thence northwesterly at right angles 37 feet; thence southwesterly at right angles 56 feet to point of beginning Containing an area of 182,030.7 square feet and including all buildings and equipment belonging to the Railway Company located thereon.

Also 6 car puller cables extending along tracks numbered 587, 584, 586, 588, 592 and 594 westwardly from Dumper Shed to 6 pulleys located 390.5 feet west from the extreme west end of said Dumper Shed as shown by red lines.

Also a 12 feet by 137 feet planked road extending across tracks numbered 587, 581, 586, 589, 592, 594 and 596 just west of Dumper Shed and a gravel road extending northeastwardly from said planked road to a connection with the pavement on Kansas Avenue and including a 14.5 foot by 16 foot bridge over ditch as shown by red coloring.

An electric transmission line consisting of poles and 6 three phase 60 cycle wires carrying 440 volts extending from power house to concrete storage tanks as shown by red line.

Also water, sewer and drain lines as shown by dotted lines.

Made at C.E.O.
A.T.&S.F.Ry.Co.
Topeka, Kans.
March 13 1926
Drwg. No. 8-8-B

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[fol. 3508] "EXHIBIT B"

Contract #56931

List of Equipment in New Workhouse and Appurtenant Buildings at Elevator "A", Argentine

Work House:

Top Floor:

4—Receiving Legs #10, 11, 14, 15. 175 H. P. Motors, Folk head Drives, 42" Belts—Double Row Buckets.

4—Shipping Legs #3, 4, 5, 6—Same as above.

2—Drier Legs, #12 and 13. 50 H. P. Motors Folk Head Drives, 18" Belts Single Row Buckets.

2—Separator Legs #1 and 7. 75 H. P. Motors Folk Head Drives, 22" Belts Single Row Buckets.

2—Clipper Legs #2 and 8.50 H. P. Motors Folk Head Drives, 18" Belts Single Row Buckets.

1—Bleacher Leg #9. 50 H. P. Motor Folk Head Drive, 18" Belt Single Row Buckets.

1—Hoist located at East and Top Floor connected to leg #1 by Clutch.

1—Switchboard to Legs and Passenger Elevator.

Scale Foor:

12—Fairbanks Scales 150,000# Capacity, #1 to 12 inclusive.

2—Fairbanks Scales 30,000# capacity, #13 and 14.

Distributing Floor:

2—Reversible 42" Transfer Belts 40 H. P. Motors—2 Loaders—1 four pulley Tripper on each belt.

Bin Floor:

1—Twin City Separator—7.5 H. P. Motor.

1—Man Hoist for cleaning out Tanks.

[fol. 3509] 1—Switch Board serving Belts 1-2-3-4-5-6 over Storage #2 and 1, Transfer Belts G & F, Twin City Separator, Fan and Screw Conveyor.

1—B. F. Sturtevant Direct Connected Dust Collector Four 50 H. P. Motors.

Main Floor:

4—Huntley Oat Clippers #3-4-7-8. 60 H. P. Motors.
4—Huntley Separators #1-2-5-6. 15 H. P. Motors.
1—B. F. Sturtevant chain drive Dust Collector Fan. 75 H. P. Motor.
1—Switch Board serving Lights and Motors on this Floor.
1—Kimball Bros. Passenger Elevator.
1—Spiral fire Escape at East End of Builidng.

Basement—Work House and Dumper Shed:

2—Single Stage Goulds Mfg. Co. Vertical Automatic Electric Sump Pumps direct connected 3 H. P. Motors.
1—Reversible 42 Transfer Belt 40 H. P. Motor 2 Loaders —1 four Pulley Tripper.
1—B. F. Sturtevant Direct connected Dust Collector Fan. 50 H. P. Motor.
1—Screw Conveyor from Bleacher Tanks Switch Board serving lights and motors in Work House Basement proper.
4—42" Receiving Belts from Dumpers to Leg Boots.
1—B. F. Sturtevant Ventilating Fan 10 H. P. Motor.
6—Car Puller Machines 3 75- H. P. Motors (One Motor drives 2 Car Pullers).
1—Switch Board serving lights and motors.

Dumper Shed:

4—Metcalf Car Dumpers.
2—Power Shovels Machines with Hoppers on #1 track over Receiving Belts from Dumpers #4 and 5.

[fol. 3510] Drier House:

4—Hess Drier Units.

Sacking Room:

2—5 Bushel Richardson Sacking Machines.
2—Bleacher Units including Sulphur Furnaces and Fans.

Office Building:

1—Automatic Telephone System.
1—Pneumatic Tube System, Power in Basement.

Shop Building and Boiler Room:

1—Dayton Dowd Centrifugal 2 Stage, Motor Driven Fire Pump.

1—1000 K. V. A. Synchronous Condenser.
1—Air Compressor, 75 H. P. Motor Belt Driven.
3—150 H. P. Boilers in place.
1—150 H. P. Boiler to be placed.
1—Vacuum Pump on Heating Plant Line to Office and Work House.
1—Automatic Electric Feed Water Pump.

Dust House:

3—70" Bran Packer Sacking Machines.
1—Transformer Station with Main Switchboard in up-stairs room—Shop Building.

Storage #3:

Gallery:

4—42" Receiving Belts 60 H. P. Motors.
4—Transfer Legs 22" Belt 50 H. P. Motors.
4—2 Pulley Trippers.
1—B. F. Sturtevant Dust Collecting Fan 35 H. P. Motor.
1—Zeleny Room.

[fol. 3511] Basement:

4—36" Shipping Belts 50 H. P. Motor.
1—2" Steam Syphon.

Storage #1 and 2:

Gallery:

6—42" Receiving Belts 60 H. P. Motors.
6—2 Pulley Trippers.
2—Transfer Legs 22" Belt 50 H. P. Motors now serving Wheat Washers, in old Dryer Building.
1—Bleacher Screw Conveyor.
1—Zeleny Room.

Basement:

4—36" Shipping Belts 40 H. P. Motor.
1—Sturtevant Dust Collector Fan 35 H. P. Motor.
3—Short Gross Belts 36" at South end from Storage #3.
1—1½" Steam Syphon.
2—Double Drum Woolf Wheat Washers 25 H. P. Motor Belt Driven.
1—4" Worthington Vertical Pump.

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Sheet 4-11 (written in extreme right hand corner of margin)
24.

"EXHIBIT C"

Contract #56931

Agreement, Made this 2nd day of July, 1921, between the Kansas City Power and Light Company, a Missouri corporation (hereinafter called the "Power Company"), party of the first part, and The Atchison, Topeka and Santa Fe Railway Company, a Kansas Corporation (hereinafter [fol. 3512] called the "Railway Company"), party of the second part.

Recitals:

The Railway Company owns a grain elevator at Argentine, Kansas, commonly known as "Elevator A", which is equipped with a 25-cycle electrical motor equipment, the electrical energy for the operation whereof is now being furnished by the Power Company. The Power Company intends changing its current from 25 cycles to 60 cycles, which will necessitate the substitution of new electrical motor equipment for that now in use in said Elevator and the parties desire to express in writing the terms and conditions governing such substitution.

Agreement:

The parties agree to and with each other as follows:

1. Consideration of the covenants of the Railway Company hereinafter expressed and of the payment of the sum or sums hereinafter set forth, the Power Company hereby sells and agrees to deliver to the Railway Company f. o. b. cars Argentine, Kansas, the 60-cycle electrical motor equipment listed and particularly described on the schedule marked "Exhibit "A", hereto attached and made a part hereof.

2. The Power Company further agrees to pay to the Railway Company in cash, on demand, the sum of Three Thousand Four Hundred Forty-eight and 24/100ths ($3,448.24) to cover the expense to be incurred by the Railway Company in removing and placing on cars at Argentine, the old

[fol. 3513] 25 cycle equipment and installing the new 60-cycle equipment, including miscellaneous material required in performing such work.

3. (a) In part payment for said new 60-cycle equipment, the Railway Company hereby sells and agrees to deliver to the Power Company, f. o. b. cars Argentine, as soon as the same is removed from Elevator A, the old 25-cycle equipment listed and particularly described on the schedule hereto attached, marked Exhibit "B" and made a part hereof.

(b) In further payment the Railway Company agrees to pay to the Power Company, in cash, on demand, representing depreciation of said old equipment computed in the manner shown on the statement hereto attached, marked Exhibit "C" and made a part hereof, the sum of Two Thousand Nine Hundred Five and 88/100ths Dollars ($2,905.88) plus the additional sum of Fifty-three and 81/100ths Dollars ($53.81) or a ratable share thereof for each month that shall elapse between June 1st, 1921 and the date on which said 25-cycle equipment is delivered to the Power Company as aforesaid.

(c) And in further payment, the Railway Company hereby agrees to pay to the Power Company the sum of five Thousand Sixty Three and 87/100ths Dollars ($5,063.87) representing the net amount by which the value of the new 60-cycle equipment in place exceeds the value of the 25-cycle equipment placed on cars at Argentine, as computed and shown on the statement hereto attached marked Exhibit "D" and made a part hereof; Provided, However, said sum [fol. 3514] of Five Thousand Sixty-three and 87/100ths Dollars ($5,063.87) need not be paid by the Railway Company during the time it or its lessees shall purchase from the Power Company, at lawful rates which shall not be higher than those charged by the Power Company to any other person, firm or corporation in that locality for the class of service rendered, all electrical energy used in its business or in the business of its lessees for any purpose whatsoever at said Elevator A, but that for each year that the Railway Company or its lessees purchase from the Power Company all the electrical energy used in the operation of said Elevator A, the sum of Five Thousand Sixty-three and 87/100ths Dollars ($5,063.87) shall be reduced by the sum of Two Hundred Fifty-three and 20/100ths Dollars ($253.20) and

proportionally for fractional parts of a year; but in the event of the failure of the Railway Company, or of its lessees, at any time to purchase all of the electrical energy used at said Elevator A as aforesaid, and such failure shall not result by reason of the rates charged by said Power Company being higher than those charged by the Power Company to any other person, firm or corporation in that locality for the class of service rendered, then the said sum of Five Thousand Sixty-three and 87/100ths ($5,063.87), less whatever reduction may have accrued up to the time of such failure, shall become due and shall be forthwith paid by the Railway Company to the Power Company. In the [fol. 3515] event the Railway Company, or its lessees, shall discontinue the purchase of such electrical energy from the Power Company for the reason that the rates charged by the Power Company are higher than those charged by the Power Company to any other person, firm or corporation in that locality for the class of service rendered, then no part of said sum of Five Thousand Sixty-three and 87/100ths Dollars ($5,063.87) shall be due from the Railway Company.

4. The Power Company hereby covenants that it is the lawful owner of the said 60-cycle equipment sold by it to the Railway Company hereunder, and that it will warrant and defend the title thereto against the claims of all third parties so as to vest full and complete title thereto, free and clear of all encumberances, in the Railway Company.

(1777-A shown in extreme lower left hand corner of margin)
(Sheet 3-11 shown in extreme lower right hand corner of margin)

25

1

Contract #56931

5. The Railway Company hereby covenants that it is the lawful owner of the said 25-cycle equipment sold by it to the Power Company hereunder and that it will warrant and defend the title thereto against the claims of all third persons so as to vest full and complete title thereto, free and clear of all encumberances, in the Power Company.

6. This agreement shall inure to the benefit of and be [fol. 3516] binding upon the successors and assigns of the parties hereto.

In Witness Whereof, the parties hereto have executed this agreement in duplicate the day and year first above written.

Kansas City Power and Light Company, by (Signed) N. C. Blackwell, its Vice President. The Atchison, Topeka and Santa Fe Railway Company, by W. B. Storey, its President.

Attest: (Signed) Chester I. Smith, Secretary; Edward McBride, Assistant Secretary.

Form Approved (Signed) Lee F. English, General Attorney.

Approved as to Form (Signed) Chester I. Smith, General Solicitor.

2

1777 A (Shown in extreme lower left hand corner of margin)
Sheet 6-11
26 (Shown in extreme lower right hand corner of margin)

[fol. 3517] EXHIBIT "A" Contract #56931

1—Westinghouse, 3 phase, 7½ H. P., 50 degree, 60 cycle, 900 RPM, 440 volt CS Motor, with pulley and compensator.

1—Westinghouse, 25 HP, 50 degree, 3 phase, 60 cycle 720 RPM 440 volt, type CS motor, with pulley and base and compensator.

1—Westinghouse, 3 phase, 25 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pulley, base and compensator.

1—Westinghouse, 3 phase, 25 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pulley, base and compensator.

1—Westinghouse, 3 phase, 25 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pulley, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 50 degree, 60 cycle 720

RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—General Electric, 3 phase, 60 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type KT motor, with pinion, base and compensator.

1—General Electric, 3 phase, 60 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type KT motor, with pinion, base and compensator.

[fol. 3518] 1—General Electric, 3 phase, 60 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type KT motor, with pinion, base and compensator.

1—General Electric, 3 phase, 60 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type KT motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type KT motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 50 degree, 60 cycle 720 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 50 degree, 60 cycle 1800 RPM, 440 volt, type CS motor, direct connected to G. E. compensator.

1—Westinghouse, 3 phase, 40 HP, 50 degree, 60 cycle 1800 RPM, 440 volt, type CS motor, direct connected to Westinghouse compensator.

EXHIBIT "B"

1—General Electric, 3 phase, 5 HP, 40 degree, 25 cycle 440 volt 750 RPM, type KT-4 motor with pulley and compensator.

1—Fairbanks-Morse, 3 phase, 20 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type B motor, with pulley, base and compensator.

1—Fairbanks-Morse, 3 phase, 20 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type B motor, with pulley, base and compensator.

1—Fairbanks-Morse, 3 phase 20 HP, 40 degree, 25 cycle, 750 RPM, 440 volts, type B motor, with pulley, base and compensator.

1—Fairbanks-Morse, 3 phase, 20 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type B motor, with pulley, base and compensator.

1—Westinghouse, 3 phase, 30 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 30 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 30 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

[fol. 3519] 1—Westinghouse, 3 phase, 30 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 40 degree 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 50 HP, 40 degree, 25 cycle, 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—Westinghouse, 3 phase, 40 HP, 40 degree, 25 cycle, 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1

1777 A (Shown in extreme left hand corner of margin) Sheet 7-11 (Shown in extreme right hand corner of margin)

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1—Westinghouse, 3 phase, 40 HP, 40 degree, 25 cycle 750 RPM, 440 volt, type CS motor, with pinion, base and compensator.

1—General Electric, 3 phase, 20 HP, 40 degree, 25 cycle, 1500 RPM, 440 volt, type KT motor, direct connected to Ideal compensator.

1—General Electric, 3 phase, 50 HP, 40 degree, 25 cycle 1500 RPM, 440 volt, type KT motor, direct connected to Ideal compensator.

[fol. 3520]

Exhibit "C"

The following Table #1 shows list of 25 cycle equipment cost basis of depreciation and depreciation up to June 1st, 1921:

Inst. No.	Make	H. P.	Rating	RPM	Type	Starter	Base	Cost Basis of Depreciation	Age to 6-1-21 Years	Age to 6-1-21 Months	Depreciation Charge to 6-1-21
1	Gen. Elec.....	5	40 deg	750	SC	No	No	$177.00	4	6	$39.82
2	F-Morse.....	20	"	750	SC	Yes	Yes	498.00	4	6	112.05
3	"	20	"	750	SC	Yes	Yes	498.00	4	6	112.05
4	"	20	"	750	SC	"	"	498.00	4	6	112.05
5	"	20	"	750	SC	"	"	498.00	4	6	112.05
6	Westinghouse.....	30	"	750	SC	"	"	610.00	4	6	137.25
7	"	30	"	750	SC	"	"	610.00	4	6	137.25
8	"	30	"	750	SC	"	"	610.00	4	6	137.25
9	"	30	"	750	SC	"	"	610.00	4	6	137.25
10	"	40	"	750	SC	"	"	712.00	4	6	160.20
11	"	40	"	750	SC	"	"	712.00	4	6	160.20
[fol. 3521]											
12	Westinghouse.....	40	40 deg	750	SC	Yes	Yes	712.00	4	6	160.20
13	"	40	"	750	SC	"	"	712.00	4	6	160.20
14	"	50	"	750	SC	"	"	780.00	4	6	175.50
15	"	50	"	750	SC	"	"	780.00	4	6	175.50
16	"	50	"	750	SC	"	"	780.00	4	6	175.50
17	"	50	"	750	SC	"	"	780.00	4	6	175.50
18	"	40	"	750	SC	"	"	712.00	4	6	160.20
19	"	40	"	750	SC	"	"	712.00	4	6	160.20
20	Gen. Elec.....	20	"	1500	SC	"	"	457.00	4	6	102.83
21	"	20	"	1500	SC	"	"	457.00	4	6	102.83
											$2905.88

[fol. 3522] EXHIBIT "D"

	Debit	Credit
Item 1—Motors, bases, starters and pulleys (now 60 cycle equipment)	$11910.17	
Item 2—Freight and cartage on old motors out and new motors in @ $1.50 per cwt.	75.50	
Item 3—New pinions for chain drives	320.00	
Item 4—Miscellaneous material and labor for removing and installing motors	3064.00	
Item 5—Engineering and supervision 2½%	384.24	
Item 6—Depreciation on old 25 cycle equipment to June 1st, 1921		$2905.88
Item 7—Stock value of old 25 cycle equipment		7784.16
	$15753.91	$ 10690.04
	10690.04	
	$ 5063.87	

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Sheet 8-11 (Shown in extreme lower right hand corner of margin.)
28

(Here follow 2 photolithographs, side folios 3523-3524).

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U. P. EXHIBIT NO. 314

FORM NO. 2

3523

[redacted] Description and valuation of property owned by [redacted] Railway Company, on the first day of June, A. D. 191[redacted], located in the several Municipal Townships, Cities and Incorporated Towns, in the County of [redacted] State of Missouri, and required to be furnished to the State Tax Commission and Clerks of County Courts, by virtue of Sections 10012 and 10013, Revised Statutes, 1929, of Missouri.

MUNICIPAL TOWNSHIP	CITY OR INCORPORATED TOWN	No. Miles Main Line	No. Miles Main Line, Including Double Track	Value Per Mile Main Line, Including Double Track	No. Miles Sidetrack	Value Per Mile Sidetrack	DESCRIPTION OF BUILDINGS OR RIGHT OF WAY	Value of Buildings	TOTAL VALUE
			KANSAS CITY TERMINAL DIVISION						
Total in County		.85		$10,127*	3.20	$1,700		$78,332	$88,573.76
	Kansas City	.85			3.20				
							Kansas City		
							Freight House (2)	$36,217	
							Shed & Loading Platform	750	
							Shelter Shed	85	
							Freight Salvage Building	300	
							Hotel Gasoline House	50	
(No special or common road districts)							Warehouse (2) and Platform	36,700	
							Sales Office Building	40	
							Shop House	80	

30588
3524

1946

STATEMENT OF ALL PROPERTY ASSESSED BY LOCAL ASSESSOR AS PROVIDED UNDER SEC. 10025, R. S., MO., 1929.

DESCRIPTION AND VALUATION OF PROPERTY AS ABOVE REFERRED TO USED BY THE
C. H. L. & P. RAIL. RAY CO., ON THE FIRST DAY OF JUNE, A. D. 1919, Located in the several Municipal Townships, Cities and Incorporated Towns, in the County of JACKSON State of Missouri (as ascertained by the County Court).

Legal Description of all Real Estate Assessed Under Sec. 10025.	Municipal Twp.	City or Incorp. Town.	Value.
PROPERTY IN KANSAS CITY (LAND ONLY)			
Depot Addition -	Lot 22, Block 8		4,000
	Lots 1 & 2, Block 8		8,000
	Pt. Lots 11-12-13, Blk. 2		4,620
Union & Western Add'n: -	S.16' Lot 27, Blk. 7		1,000
	S.18.4' " 28 " 7		2,000
	S.18.6' " "A" " 7		
	S.37.8' " "A" " 7		2,800
	N.1/2 Lot 9, Block 11		800
	Lot 15 " 11		1,600
	Lot 16 " 11		1,600
	Rogers Add: S.150' of E.40' Lot 28(Rm.irreg.tract)		3,440
	West Lawton Add: S.90.lots 10 & 11, Blk. 4		2,800
	Lots 12, 13, 14 & 15 " 4		4,000
Furniture and Fixtures in the Office, Warehouse & Yard		Lawton City	300
Grain Elevator			
Roundhouse			
Warehouse			
Other Buildings			
Coal			
Lubricating Oil			
All other property not hereinbefore specified, (Describe larger items)			

Vernon

Filed

1946 Tax

JC

Cash, Notes, Bonds

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

J. B. Arnold, being duly sworn, says he is the Local Estate and Tax Commissioner for Frank O. Loesche, James E. Norman and Joseph B. Fleming, Trustees of the Estate of THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY, and that the foregoing is a true, full and complete description and valuation of the property of said Railway in the County of _____, in the State of Missouri, and is the several municipal townships, cities, incorporated towns, and common and special road districts thereof on June 1, 1919.

Subscribed and sworn to before me this 16th day of December, 1919.

_____
Notary Public.

State Tax Commissioner's Instructions

Fill in this blank as indicated by the headings. Go through with each township or city on the Total Value, and opposite each write the words Total in County. Then go through with each improvement in each township or city and in doing the property in township or city and towns, do so as nearly as may be in the following order:

1st. Miles of Main Track.
2nd. Miles Main Track (including double track).
3rd. Miles of sidetrack.
4th. Depots, water tanks and turntables on the right-of-way.
5th. All other local property.
6th. File with the State Tax Commission not later than January 1st, next.

FORM NO. 2.

RAILROAD COMPANY

REPORT OF

SUBDIVISIONS

OF Taxable Property owned, used or leased June 1, 1919.

_____ County

Filed in office of State Tax Commission, this _____ day of _____, A.D. 19__.

_____
Secretary.

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[fol. 3524-A] U. P. Exhibit No. 315 was withdrawn. See page 612 of the transcript covering the hearing on permanent injunction.

[fol. 3525] UNION PACIFIC EXHIBIT No. 316

Bernice Jackson

May 8, 1940

Interstate Commerce Commission
Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of sheets containing accounting data of the Bureau of Valuation of said Commission on the properties of the Atchison, Topeka and Santa Fe Railway Company, the originals of which are now on file and of record in the office of said Commission.

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 1st day of May, A. D. 1940.

(Signed) W. P. Bartel, Secretary of the Interstate Commerce Commission.

(Fastened with blue ribbon and Interstate Commerce Commission Seal)

[fol. 3526] Page 1

Bernice Jackson

May 8, 1940

GSD:ECJ

(Stamped in) Bureau of Valuation
Feb. 1, 1936.

Bureau of Valuation

January 29, 1936.

Subject: The Atchison, Topeka and Santa Fe Railway Company Grain Elevator at Argentine, Kansas.

(Stamped in) Feb. 1, 1936.
R. A. L.

Mr. E. I. Lewis, Director:

In response to the request of Mr. Leslie Craven of the Federal Coordinator's staff, contained in his letter to you dated November 20, 1935, we submit herewith our estimate of the elements of value of the grain elevator located at Argentine, Kansas, owned by the Atchison, Topeka and Santa Fe Railway Company and leased to Davis-Noland-Merrill Grain Company.

Original Cost to Date, exclusive of Land	$4,045,031*
Original Cost to Date, exclusive of Land reduced in proportion to depreciation	3,236,025
Cost of Reproduction New based on 1934 Period Prices	4,213,106
Cost of Reproduction Less Depreciation based on 1934 Period Prices	3,378,488
Cost of Reproduction New based on 1934 Spot Prices	4,300,275
[fol. 3527] Cost of Reproduction Less Depreciation based on 1934 Spot Prices	3,448,387
Present Value of Lands	3,843

There is also furnished certain other information as requested by Mr. Craven.

Grain Elevator at Argentine, Kan.—2. Page 2
A. T. & S. F. Ry. Co.

Descriptive

(1) The elevator property used by the Grain Company on December 31, 1934, consisted of the following units:

212 reinforced concrete storage tanks.
Reinforced concrete headhouse.
Structural steel, corrugated iron dumper house.
Brick bleacher house, one story.
Brick office building and washroom, two stories.

---

*Costs of land not included for the reason that such costs could only be obtained on an arbitrary pro rata basis.

Brick power house, one story.
Brick dust house, two stories.
Concrete drier house.
Brick pump house.
Concrete transformer house.
Garage.
Septic tank and water, sewer, and drain lines.
All of the above units are in active service.

The foundations consist of concrete mattresses on creo-
[fol. 3528] soted timber piles. The foundations are water-proofed and very little trouble is experienced with water.

The coverings are of tar and gravel type on factory type roofs, extending generally over the tops of all the tanks.

The entire plant is modern and well designed. It is in a high state of maintenance and is exceptionally clean and well kept. It is protected against fire by an automatic sprinkler system and high pressure fire pump. There is a Zelany temperature control system and up-to-date electric equipment and machinery.

(2) 32 storage tanks were built in 1906, 40 in 1913, 44 in 1915, and 96 in 1931. The headhouse and the remaining structures were built in 1925.

(3) The land involved consists of an irregular parcel located within the lessor's Argentine Yard.

(4) 72 storage tanks are 24′ in diameter by 79′ high, with interspace bins.

44 of the tanks are 37′ in diameter by 79′ high, with interspace bins.

The remaining 96 are 25′ in diameter by 90′ high, with interspace bins.

The headhouse is 61.3′x194′x200′ high.

Page 3

Grain Elevator at Argentine, Kan.—3.
A. T. & S. F. Ry. Co.

(4) The dumper house is 120′x194′, with 4 dumpers. cont.
The bleacher house is 25.7′x29.5′.
[fol. 3529] The office building and washroom is 50.2′x75.3′.
The power house is 48′x179′.
The dust house is 24′x52.6′.
Total storage capacity of the elevator is 10,529,400 bushels.

(5) There is a track layout totaling 20 tracks with a total length of 70,300 track feet, serving this elevator. It con-

sists of six car puller tracks to the dumper house and storage yards for empty and loaded cars on the east and west of the dumper house. These tracks have not been included in the above estimates as they are not leased to the Grain Company.

(Signed) C. H. Spencer, Heat Valuation Engineer;
R. A. Lacey, Head Auditor Property Changes;
A. B. Manly, Head Land Appraiser.

[fol. 3530]

U. P. Exhibit No. 317

Bernice Jackson

May 8, 1940

Chicago, Burlington & Quincy Railroad Company

Detail of Revenue and Expenses Shown in Schedule 374, Report to Interstate Commerce Commission, Year 1937

Revenue				$51,107.35*
Expenses:				
Payroll	Material	Transferred from A.F.E.	Vouchers	
$669.03	$127.87	$3,364.36	$3,635.86	$7,797.12
Net Revenue				$43,310.23
Clay County, Missouri, taxes accrued				$7,008.00

* Revenue overstated. Should have been $48,041.51, Period 12-15-36 to 1-14-38.

Accounting Department,
C. B. & Q. RR. Co.

[fol. 3531]

Chicago, Burlington & Quincy Railroad Company

Operating Expenses for Year 1937, Elevator Located at North Kansas City, Mo., leased to Norris Grain Co.

Mo.	Yr.	Kind of Charge: Payroll		Material	Transferred from A.F.E.	Voucher	Total
Jan.	1937	K.C. B&B Dept.	$31.97	$7.72	$542.43		
		L.E. Genl. Ofc.	40.64				$622.76
Feb.	"	K.C. B&B Dept.	54.93	4.55	554.20		613.68
Mar.	"	L.E. Genl. Ofc.	23.24	7.82	63.62		94.68
Apr.	"	L.E. Engr. Dept.	9.16	5.37	46.10 (in red)		
		St. Joe L&C Dept.	10.06			(in red)	21.51
May	"	St. Joe L&C Dept.	165.94		293.61		459.55
June	"	L.E. Engr. Dept.	3.75	12.06	1,448.15 (in red)		1,432.34
						(in red)	
July	"	K.C. B&B Dept.	4.69	2.65		1.98	
[fol. 3532]							
July	"	L.E. Engr. Dept.	6.04				
		K.C. B&B Dept.	10.61				25.97
Aug.	"	L.E. Engr. Dept.	12.10	26.48		3,266.97	
		K.C. B&B Dept.	45.81				3,351.36
Sept.	"	L.E. Engr. Dept.	12.50	8.18	168.00	355.40	
		K.C. B&B Dept.	39.84				
		L.E. Genl. Ofc.	30.42				
		St. Joe Store Dept.	1.99				616.33
Oct.	"	L.E. Genl. Ofc.	7.32	11.99		7.39	
		St. Joe Store Dept.	.90				27.60
Nov.	"	K.C. B&B Dept.	5.23	26.54	3,236.75	2.18	3,270.70
Dec.	"	K.C. B&B Dept.	29.45	14.51		1.94	
		L.E. Genl. Ofc.	68.71				
		L.E. Engr. Dept.	52.48				
		St. Joe Store Dept.	1.25				168.34
[fol. 3533]							
		Total	$669.03	$127.87	$3,364.36	*$3,635.86	$7,797.12(13) (13 stamped in red)

*A.F.E. #30468—$3,196.36
A.F.E. #29052— 168.00
$3,364.36

Accounting Department,
C. B. & Q. RR. Co.

3443

[fol. 3534]

U. P. Exhibit 318

Bernice Jackson
May 8, 1940

Chicago, Burlington & Quincy Railroad Company

Detail of Revenue and Expenses Shown in Schedule 374, Report to Interstate Commerce Commission, Year 1938

Revenue				$36,790.08
Expenses:				
Payroll	Material	Transferred from A.F.E.	Vouchers	
$272.74	$190.14	$3,656.76	$104.76	4,224.40
Net Revenue				$32,565.68
Clay County, Missouri, taxes accrued				$6,768.00

Accounting Department,
C. B. & Q. RR. Co.

[fol. 3535]

Chicago, Burlington & Quincy Railroad Company

Operating Expenses for Year 1938, Elevator Located at North Kansas City, Missouri, Leased to Norris Grain Co.

Mo.	Yr.	Payroll	Kind of Charge: Material	Transferred from A.F.E.	Voucher	Total
Jan.	1938	K.C. B&B Dept.	$10.84	$10.10	$6.65	$27.59
Feb.	"	K.C. Track Dept.	7.15	4.10		11.25
Mar.	"					
Apr.	"					
May	"					
June	"	L.E. Engr. Dept.	12.27	9.03	22.41	
		K.C. B&B Dept.	2.50			46.21
July	"	K.C. B&B Dept.	12.61		39.90	5.70 58.21
Aug.	"	L.E. Engr. Dept.	6.05			
		K.C. B&B Dept.	10.24		16.75	33.04
Sept.	"	L.E. Engr. Dept.	12.50	13.96) 1.00)	3,577.70	5.30 3,610.46
Oct.	"	K.C. B&B Dept.	10.38	1.35		61.21 72.94
Nov.	"	K.C. B&B Dept.	86.97	11.28		.70
		St. Joe Store Dept.	3.33			
		L.E. Engr. Dept.	67.36			169.64
Dec.	"	K.C. B&B Dept.	30.54	12.00) 127.32)		25.20 195.06
Total			$272.74	$190.14	$3,656.76*	$104.76 $4,224.40

* A.F.E. #29176.

Accounting Department
C.B. & Q.R.R.Co.

3645

3535A

[fol. 3536]

U. P. Exhibit 319

Bernice Jackson
May 8, 1940

Chicago, Burlington & Quincy Railroad Company

Detail of Revenue and Expenses Shown in Schedule 374, Report to Interstate Commerce Commission, Year 1939

Revenue				$34,937.02
Expenses:				
Payroll	Material	Transferred from A.F.E.	Voucher	
$425.56	$180.93	$7,830.55	$1,397.43	9,834.47
Net Revenue				$25,102.55
Clay County, Missouri, taxes accrued				$7,124.00

Accounting Department,
C. B. & Q. RR. Co.

Operating Expenses for Year 1939—Elevator Located at North Kansas City, Mo., Leased to Norris Grain Company

Kind of Charge

Mo.	Yr.	Payroll		Material	Transferred from A.F.E.	Voucher	Total
Jan.	1939	L.E. Engr. Dept.	$43.87				
		K.C. B&B Dept.	26.89	$8.48		$3.00	$82.24
Feb.	"	St. Joe Store	.30				
		L.E. Engr. Dept.	13.39	10.83	8.39		
		K.C. B&B Dept.	49.11				82.02
Mar.	"	L.E. Engr. Dept.	12.09				
		St. Joe L&C	1.92	8.37			
		K.C. B&B Dept.	8.79				31.17
Apr.	"	K.C. B&B Dept.	26.97				
		St. Joe Store	.30		1,153.65	4.90	1,185.82
May	"	K.C. B&B Dept.	21.40		1,476.68		1,498.08
June	"	L.E. Engr. Dept.	12.50				
		K.C. B&B Dept.	5.34		2,341.21		2,359.05
July	"	L.E. Genl. Ofc.	38.05		2.20	5.85	70.20
		L.E. Engr.	24.19				
[fol. 3558]							
Aug.	"	L.E. Genl. Ofc.	49.30	2.73	3,289.78	714.88	4,056.69
Sept.	"	K.C. B&B Dept.	12.16	11.00		23.55	46.71
Oct.	"	L.E. Engr. Dept.	44.52	1.62		149.55	195.69
Nov.	"			115.10	445.54	5.70	566.34
Dec.	"	K.C. B&B Dept.	22.38	22.80	886.90 (in red)	490.00	330.68 (in red)
		L.E. Engr. Dept.	12.09				
Total			$425.56	$180.93	$7,830.55	$1,397.43	$9,834.47

Accounting Department
C.B. & Q. R. R. Co.

Rent Revenue

		A.F.E. No.	Amount
Jan.–June, Incl. $3,065.84—6 mos.	$18,395.04	29517	$2,618.31
July–Dec., Incl. 2,732.83—6 mos.	16,396.98	29768	2,178.60
		26468	15.94
	$34,792.02	26053	19.96
		29902	3,583.32
Insurance payment for damage to property	145.00	29777	192.20
Accounting Department, C. B. & Q. R.R. Co.	$34,937.02		$8,608.33

Tightly Bound

3647

365213

[fol. 3539] UNION PACIFIC EXHIBIT No. 320

Bernice Jackson
May 8, 1940

Chicago, Burlington & Quincy Railroad Company

Original Construction Cost and Additions and Betterments to Grain Elevator at North Kansas City, Missouri, 1906–1939, Inclusive

A.F.E. Number	Description	Completion Date	Amount
3336	Purchase of land	....	$9,829.03
			140.05
3027	Original Construction	1906	389,896.00
4327	First storage addition	1907	85,004.00
3314	Second " "	1914	81,135.00
6950	Enlarge office	1917	1,289.64
7685	Replace boilers	1919	15,433.20
9632	Reconstruction after explosion	1921	78,018.70
3006	Install compressed air & heating system.	1922	3,838.18
6060	Bettering gates & chain drive	1923	368.00
5029	Fire protection	1923	2,209.49
8584	Renewing water tank	1924	482.74
9411	Construct 1,000,000 Bu. addition	1925	466,180.67
8218	Safety protection on machinery	1925	15,196.08
19156	Changes in transformer	1927	259.04
22390	Tax—Special assessment	1930	1,019.56
[fol. 3540]			
22411	" " "	1930	$68.51
22716	Tele. & Dust System, Elec. work, etc.	1930	15,962.22
23037	Lightning Conductor System	1931	283.48
23645	Ventilation	1932	501.04
23983	Replacing leg & conveyor belts	1932	556.26
24011	Drinking Water Supply	1932	277.50
24011	Toilet facilities	1933	415.70
24076	Grain Door Removers	1932	582.53
24519	Steel Trusts Motor Supports (letter (s) in pen)	1934	788.89
25289	Explosion protection—Power substation	1935	502.77
26348	Tax—Assessment for public improvements	1936	2.41
26053	Install explosion proof ventilators	1937	2,120.45
26468	Chain drive for 8 motors	1937	2,537.67
	Total investment all property December 31, 1939		$1,174,979.13
	Non-Carrier land and assessments thereon not covered by lease.		3,509.00
			$1,171,470.13
	Carrier land covered by lease		515.04
	Investment in property under lease		1,171,985.17

I certify the above costs are correct as shown in the accounts and records of this company.

(Signed) H. W. Johnson, Comptroller

Accounting Department
C. B. & Q. R. R. Co.

[fol. 3540-A] U. P. Exhibit No. 321 was not introduced. See page 637 of the transcript covering hearing on permanent injunction.

[fol. 3541] U. P. Exhibit No. 322

Bernice Jackson

May 8, 1940

Interstate Commerce Commission
Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of sheets containing accounting data of the Bureau of Valuation of said Commission on the properties of the Chicago, Burlington & Quincy Railroad Company, the originals of which are now on file and of record in the office of said Commission.

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 1st day of May, A. D. 1940.

(Signed) W. P. Bartel, Secretary of the Interstate Commerce Commission

(Fastened with blue ribbon and Interstate Commerce Commission Seal)

[fol. 3542] Bernice Jackson

May 8, 1940

Page 1

(Mr. Lacey written in margin) GSD:ECJ

(Bureau of Valuation
Feb. 1, 1936)
(Stamped)

Feb. 1, 1936
R. A. L.
(Stamped)

Bureau of Valuation

January 29, 1936.

Subject: Chicago, Burlington & Quincy Railroad Company Grain Elevator at North Kansas City, Missouri.

Mr. E. I. Lewis, Director:

In response to the request of Mr. Leslie Craven of the Federal Coordinator's staff, contained in his letter to you

dated November 20, 1935, we submit herewith our estimate of the elements of value of the grain elevator located at North Kansas City, Missouri, owned by the Chicago, Burlington & Quincy Railroad Company and leased to the Farmers' National Warehouse Corporation.

Original Cost to Date, exclusive of Land	$1,235,409*
Original Cost to Date, exclusive of Land reduced in proportion to depreciation	988,327
Cost of Reproduction New based on 1934 Period Prices	1,364,709
[fol. 3543] Cost of Reproduction Less Depreciation based on 1934 Period Prices	1,086,817
Cost of Reproduction New based on 1934 Spot Prices	1,383,151
Cost of Reproduction Less Depreciation based on 1934 Spot Prices	1,101,504
Present Value of Lands	4,200

There is also furnished certain other information as requested by Mr. Craven.

Page 2

Grain Elevator at North Kansas City, Mo.—2.
C. B. & Q. R. R. Co.

Descriptive

(1) The elevator property used by the Warehouse Corporation on December 31, 1934, consisted of the following units:

Structural steel, reinforced concrete, and tile work house with storage bins.

Brick and steel power house.

Two tile and reinforced concrete houses with storage bins.

Brick office building.

36 reinforced concrete storage tanks.

Structural steel and tile shed over unloading tracks.

Auxiliary buildings consists of a shop, dust house, concrete drier house, talleyman's office and house and hydrant house.

---

* Costs of land not included for the reason that such costs could only be obtained on arbitrary pro rata basis.

All of the above property is in active service.

[fol. 3544] This plant is fairly modern, power being furnished by electric motors and grain being unloaded by shovels. The boilers in the power house are used in furnishing heat to the offices and heat for the grain drier. The plant appears to be in a good general state of maintenance; much of the structural steel has recently been painted foundations appear to be of the proper design, and concrete work is in good condition. A little trouble has been encountered with water in the basement. The bins are equipped with Zelany thermometer system.

(2) Construction dates are as follows:

Work house, 1906-1921.

Power house, 1906.

One of the concrete houses with storage bins in 1907, the other 1914.

Office building, 1906-1917.

Storage tanks, 1925.

Shed over the unloading tracks, 1906-1921.

(3) The land involved consists of an irregular tract adjoining the lessor's Departure Yard.

(4) The work house is 59.2'x182'x84' high, with a storage capacity of 400,000 bushels.

Power house is 48.4'x87' with chimney 7'x165'.

One of the concrete houses is 67.8'x135.4'x86' high, with storage capacity of 500,000 bushels; the other is 68'x135'x86' high, with storage capacity of 500,000 bushels.

[fol. 3545] The office building is 1-story, 13' x 34'.

The shed over the unloading tracks is 48½' x 108'.

(4 cont.) The 36 storage tanks have a total capacity of 1,000,000 bushels.

The shop is 20' x 38'.

The dust house is 14.5' x 18.5'.

The talleyman's office is 6.1' x 13'.

The total storage capacity of the layout, including the work house, is 2,400,000 bushels.

(5) There are three tracks, with a length totaling 8,140 track feet, exclusively serving the elevator. There are six adjacent yard tracks with a total length of 17,200 feet which are partly used in serving this plant. None of these tracks have been included in the above estimates as they are not leased to the Warehouse Corporation.

(Signed) C. H. Spencer, Head Valuation Engineer, (Signed) R. A. Lacey, Head Auditor Property Changes, (Signed) A. B. Manly, Head Land Appraiser.

(Here follow 3 photolithographs, side folios 3546-3548)

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274. MISCELLANEOUS NONOPERATING PHYSICAL PROPERTY

This schedule calls for the results of nonoperating properties of the character of those provided for in schedule No. 212, "Miscellaneous physical property" (p. 200). The total of column (f) should support the return to account 511, "Miscellaneous nonoperating physical property", on page 300.

In column (a) give a sufficient description (including location) to identify the property and to show the character of the business (if any) to which it is devoted. Each item amounting to $25,000 or more should be stated, items less than $25,000 may be combined in a single entry designated "Minor items, each less than $25,000."

Line No.	Designation and description of property (a)	Total revenue during the year (b)	Total expenses during the year (c)	Profit (in black) or loss (in red) for the year (d)	Total taxes applicable to the year (e)
		$	$	$	$
1	Real Estate	46 718	None	46 718	14 145
2	Leased Rail and Other Track Material	20 068	"	20 068	-
3	Little Rock & Ft.Smith Land Grant Lands	8 466	"	8 466	8 [illegible]
4	Arkansas Trust Land Grant Lands	2 [illegible]	"	2 [illegible]	1 [illegible]
5	Grain Elevator, St. Louis, Mo.	[illegible]	"	[illegible]	-
6	" " Omaha, Nebr.	5 [illegible]	"	5 [illegible]	-
7	" " Kansas City, Mo. (2)	87 [illegible]	"	87 [illegible]	1 [illegible]
8		60 324		60 324	
9					
10	* Lease Total	171 240	None	171 240	25 [illegible]

275. SEPARATELY OPERATED PROPERTIES—PROFIT OR LOSS

Give particulars of the several separately operated properties of companies having a corporate existence separate and distinct from that of the respondent, the profits or losses resulting from the operation of which are receivable or payable in whole or in part by the respondent, and for each such separately operated property state the amount of such profits or losses accrued to the respondent during the year.

No dividends or other returns on securities held by or for the respondent should be shown hereunder nor any interest on construction advances or other loans.

Line No.	Description of property operated (a)	Location of property (b)	Name of operator (c)	Amount to Respondent: Profit (d)	Amount to Respondent: Loss (e)
				$	$
11	Terminals of New Orleans, La.	New Orleans, La.	Texas Pacific-Missouri Pacific Terminal R.R. of New Orleans	None	40 172
12					
13					
14					
15					
16					
17					
18					
19			Total	None	40 172

276. RECAPITULATION OF HIRE OF FREIGHT CARS

Show a recapitulation of the total amounts credited and charged during the year to hire of freight cars on account of freight cars loaned, freight cars interchanged, and private or individual cars. The difference between the total amount receivable and the total amount payable should be entered as a balance, receivable or payable as the case may be, and should be consistent with the entry for hire of freight cars in the Income Account, on page 300.

Line No.	Item (a)	Amount receivable (b)	Amount payable (c)	Remarks (d)
		$	$	
20	Cars of respondent or other carriers: *	x x x x x x	x x x x x x	
21	Mileage basis	-	119 043	
22	Per diem basis	4 818 704	5 003 [illegible]	
23	Other basis	12 802	2 455	
24	Cars of individuals and companies not carriers:	x x x x x x	x x x x x x	
25	Mileage basis	16	4 227 203	
26	Per diem basis	-	722	
27	Other basis	-	80	
28	Total	4 830 521	9 358 270	
29	Balance (carried to Income Account)		4 527 [illegible]	

* Including cars of parents and subs.

U. P. EXHIBIT NO. 324 EX 324 3547

274. MISCELLANEOUS NONOPERATING PHYSICAL PROPERTY

This schedule calls for the results of nonoperating properties of the character of those provided for in schedule No. 212, "Miscellaneous physical property" (p. 208). The total of column (d) should support the return to account 511, "Miscellaneous nonoperating physical property", on page 300.

In column (a) give a sufficient description (including location) to identify the property and to show the character of the business (if any) to which it is devoted. Each item amounting to $25,000 or more should be stated. Items less than $25,000 may be combined in a single entry designated "Minor items, each less than $25,000."

Line No.	Designation and description of property (a)	Total revenue during the year (b)	Total expenses during the year (c)	Profit (or loss) or loss (in red) for the year (d)	Total taxes applicable to the year (e)
1	Real Estate	$ 50 290	$ None	$ 50 290	$ 12 475 / 16 196
2	Gravel Hill and Other Track Material	15 419	"	15 419	-
3	Little Rock & Ft.Smith Land Grant Lands	* 4 222	"	* 4 222	3 944
4	Arkansas Grant Land Grant Lands	* 4 667	"	* 4 667	3 848
5	Grain Elevator, St. Louis, Mo.	46 208	"	46 208	-
6	" " Omaha, Nebr.	7 945	"	7 945	-
7	" " Kansas City, Mo. (2)	46 638	"	46 638	17 ??
8					
9					
10	* Loss Total	187 706	None	187 706	20 690

275. SEPARATELY OPERATED PROPERTIES—PROFIT OR LOSS

Give particulars of the several separately operated properties of companies having a corporate existence separate and distinct from that of the respondent, the profits or losses resulting from the operation of which are receivable or payable in whole or in part by the respondent, and for each such separately operated property state the amount of such profits or losses accrued to the respondent during the year.

No dividends or other returns on securities held by or for the respondent should be shown hereunder nor any interest on construction advances or other loans.

Line No.	Description of property operated (a)	Location of property (b)	Name of operator (c)	Amount to Respondent: Profit (d)	Amount to Respondent: Loss (e)
11	Terminals at New Orleans,La.	New Orleans, La.	Texas Pacific-Missouri Pacific Terminal R.R. of New Orleans	None	48 345
12					
13					
14					
15					
16					
17					
18					
19			Total	None	48 345

276. RECAPITULATION OF HIRE OF FREIGHT CARS

Show a recapitulation of the total amounts credited and charged during the year to hire of freight cars on account of freight cars leased, freight cars interchanged, and private or individual cars. The difference between the total amount receivable and the total amount payable should be entered as a balance, receivable or payable as the case may be, and should be consistent with the entry for hire of freight cars in the Income Account, on page 300.

Line No.	Item (a)	Amount receivable (b)	Amount payable (c)	Remarks (d)
20	Cars of respondent or other carriers: ?	$	$ 70 960	
21	Mileage basis	4 111 613	3 697 830	
22	Per diem basis	12 468		784
23	Other basis			
24	Cars of individuals and companies not carriers:		3 696 188	
25	Mileage basis			770
26	Per diem basis	61		-
27	Other basis	-		
28	Total	4 124 127	7 486 470	
29	Payable Balance (carried in Income Account)		3 332 361	

* Including cars of private car lines.

3022

374. MISCELLANEOUS NONOPERATING PHYSICAL PROPERTY

This schedule calls for the results of nonoperating properties of the character of those provided for in schedule No. 212, "Miscellaneous physical property" (p. 200). The total of column (d) should support the return to account 511, "Miscellaneous nonoperating physical property", on page 305.

In column (a) give a sufficient description (including location) to identify the property and to show the character of the business (if any) to which it is devoted. Each item amounting to $25,000 or more should be stated, items less than $25,000 may be combined in a single entry designated "Miner items, each less than $25,000."

Line No.	Designation and description of property (a)	Total revenues during the year (b)	Total expenses during the year (c)	Profit (or loss) or loss (in red) for the year (d)	Total taxes applicable to the year (e)
		$	$	$	$
1	Real Estate	52 324	None	52 324	20 000
2	Leased Rail and other Track Material	11 269	"	11 269	-
3	Little Rock & Ft. Smith Land Grant lands	4 417	"	4 417	2 000
4	Arkansas Trust Land Grant Lands	1 417	"	1 417	2 000
5	Grain Elevator, St. Louis, Mo.	46 194	"	46 194	-
6	" " Omaha, Nebraska	11 493	"	11 493	-
7	" " Kansas City, Mo. (2)	45 087	"	45 087	1 741
8					
9					
10	Total	168 553	None	168 553	25 000

* Loss

375. SEPARATELY OPERATED PROPERTIES—PROFIT OR LOSS

Give particulars of the several separately operated properties of companies having a corporate existence separate and distinct from that of the respondent, the profits or losses resulting from the operation of which are available or payable in whole or in part by the respondent, and for each such separately operated property state the amount of such profits or losses accrued to the respondent during the year.

No dividends or other returns on securities held by or for the respondent should be shown hereunder nor any interest on construction advances or other loans.

Line No.	Description of property operated (a)	Location of property (b)	Name of operator (c)	Amount to Respondent	
				Profit (d)	Loss (e)
				$	$
1					
2					
3					
4					
5					

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[fol. 3549] UNION PACIFIC EXHIBIT No. 326

Bernice Jackson
May 8 1940

Missouri Pacific Railroad Company
Elevator "B" (Continental) at Kansas City, Missouri

	Year 1937	Year 1938	Year 1939
Rental received:			
Continental Export Co.			
3 months @ $6,066.94 (a)	$18,200.82		
9 months @ 4,263.72 (b)	38,373.48		
5 months @ 4,263.72 (b)		$21,465.56	
Cargill Inc. (From June 1, 1938)			
7 months @ $3,225.32 (c)		22,577.24	
12 months @ 3,225.32			$38,706.46
Total	$56,574.30	$44,042.80	$38,706.46
Expenses:			
Labor and Material etc	$ 1,519.98	$ 2,505.65	$ 896.71
Depreciation on Gasoline engine	454.56	454.56	454.56
Total	$ 1,974.54	$ 2,960.21	$ 1,351.27
Net Rental	$54,599.76	$41,082.59	$37,355.19

(a) Basis 5% on $1,465,065.30
(b) Basis 4% on 1,279,116.00

[fol. 3550]

(c) Basis 3% on $1,290,128.00 plus additions.
Lessee pays taxes and insurance.

Taxes billed against lessee:			
Continental Export Co	$ 6,875.90	$	$
Cargill Inc		7,412.32	7,383.61

Insurance billed against lessee:
Continental Export Co.....$3,960.92 July 16, 1934 to June 1, 1938
Cargill Inc..... 2,426.64 June 1, 1938 to June 1, 1941

[fol. 3551] U. P. EXHIBIT No. 327

Bernice Jackson
May 8 1940

Missouri Pacific Railroad Company
Eagle Elevator at Kansas City, Mo.

	Year 1937	Year 1938	Year 1939
Rental Received:			
Secular-Bishop Grain Co	$7,000.00	$7,000.00	$7,000.00
Expenses:			
Labor and Material etc	$ 930.47	$1,124.35	$1,050.08
Insurance	330.66	320.65	318.24
Total	$1,261.13	$1,445.00	$1,368.32
Net Rental	$5,738.87	$5,555.00	$5,731.68

Lease LA. 10607 effective October 1, 1935
Flat Rental $7,000.00 per annum
Missouri Pacific pays fuel, insurance and maintenance.
Taxes on this elevator paid by
Railroad Company and included in its taxes on "Real Estate"
$1,720.71 $1,747.98 $1,741.36

[fol. 3552]

U. P. Exhibit No. 328

Bernice Jackson
May 8 1940
Missouri Pacific Railroad Company

Statement Prepared from the Records Showing Cost of Original Construction Together with Additions and Betterments of Grain Elevators "B" and "Eagle" at Kansas City, Mo. as at December 31, 1939.

		Date Complete	Original Cost	Additions & Betterments	Total
A.F.E. Reference Elevator "B":					
302131	Construction	Dec. 31, 1931	$1,443,688.47		
31907	Gas engine	Aug. 1, 1931	9,353.74		
36367	Grain separator	Apr. 28, 1936	.....	$ 3,906.79	
36866	Replace oat clipper	Nov. 10, 1936	.....	539.46	
371075	Additional Clippers	Feb. 1, 1938	.....	11,022.04	
			$1,453,042.21	$15,468.29	$1,468,510.50

[fol. 3553]

A. F. E. Reference Elevator "Eagle"					
281177	Land	May 1, 1928	$ 5,314.85		
292797	Construction	Nov. 15, 1930	246,978.73		
35769	Purchase equipment from lessee	Sept. 30, 1935	.....	155.33	
381249	Fire escapes	Apr. 24, 1939	.....	730.13	
			$252,293.58	$885.46	$253,179.04

Office of Chf. Acctg. & Fin. Off.
St. Louis, Mo.,
April 30, 1940.

[fol. 3554]

U. P. Exhibit No. 329

Bernice Jackson

May 8, 1940

5139 11-39 1M.

Copy

L. W. Baldwin & Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Dr.

Lease No. A 10907

Assistant Secretary's Office

With Scoular-Bishop Grain Co.
For Lease of Elevator at Kansas City, Missouri.
Dated Dec. 24, 1935, Supp. July 1, 1936-June 30, 1937-June 30, 1938-June 30, 1939.
Expires June 30, ~~1936, 1937, 1938, 1939,~~ 1940.

(In pencil—"Old number Ca-14788".)

Supplement To LA-10907.
6-9-39.

This Agreement, entered into in duplicate June 30th, 1939, by and between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, as trustee and not individually, hereinafter called "Lessor", and Scoular-Bishop Grain Company, a corporation, to be addressed at Kansas [fol. 3555] City, Jackson County, Missouri, hereinafter called "Lessee", Witnesseth:

Recitals:

There is now in effect between the Lessor and the Lessee a certain written agreement dated December 24th, 1935, originally entered into between L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, and three certain written agreements dated, respectively, July 1st, 1936, June 30th, 1937, and June 30th, 1938, between the Lessor and the Lessee herein, supplemental to said agreement of December 24th, 1935, pursuant to which the Lessee is occupying certain premises and improvements of Lessor at Kansas City, Missouri, commonly known as the "Eagle Elevator".

Said agreement of December 24th, 1935, as supplemented by said agreements of July 1st, 1936, June 30th, 1937, and June 30th, 1938, will expire by limitation as of midnight June 30th, 1939, and the parties hereto desire to set forth in writing their agreement with respect to the Lessee continuing to occupy and use said Eagle Elevator.

Now, Therefore, in consideration of the premises, it is agreed:

Said agreement of December 24th, 1935, as supplemented by said agreements of July 1st, 1936, June 30th, 1937, and [fol. 3556] June 30th, 1938, shall be and continue in force and effect for an additional period of one year commencing July 1st, 1939, and ending June 30th, 1940, at the same rental and subject to the same terms and conditions as are now provided by said agreements.

In Witness Whereof, the parties hereto have duly executed this agreement as of the day and year first above written.

Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, by (S.) C. E. Perkins, Chief Traffic Officer, Scoular-Bishop Grain Company, by (S.) I. C. Bishop, President.

Witnesses: (S.) Beatrice M. Keller, (S.) Harold McAlpine.

Attest: By (S.) R. M. Scoular, Secretary.

(In red "Supp. to La-10907".)
6-7-38.

This Agreement, entered into in duplicate June 30th, 1938, by and between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, as trustee and not individually, hereinafter called "Lessor", and Scoular-Bishop Grain Company, a corporation, to be addressed at Kansas City, Jackson County, Missouri, hereinafter called "Lessee", Witnesseth:

Recitals:

There is now in effect between the Lessor and the Lessee [fol. 3557] a certain written agreement dated December 24th, 1935, originally entered into between L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, and two certain written agreements dated, respectively, July 1st, 1936 and June 30th, 1937, between the Lessor and the Lessee herein, supplemental to said agreement of December 24th, 1935, pursuant to which the Lessee is occupying certain premises and improvements of Lessor at Kansas City, Missouri, commonly known as the "Eagle Elevator".

Said agreement of December 24th, 1935, as supplemented by said agreements of July 1st, 1936, and June 30th, 1937, will expire by limitation as of midnight June 30th, 1938, and the parties hereto desire to set forth in writing their agreement with respect to the Lessee continuing to occupy and use said Eagle Elevator.

Now, Therefore, in consideration of the premises, it is agreed:

Said agreement of December 24th, 1935, as supplemented by said agreement of July 1st, 1936 and June 30th, 1937, shall be and continue in force and effect for an additional period of one year commencing July 1st, 1938, and ending June 30th, 1939, at the same rental and subject to the same terms and conditions as are now provided by said agreements.

In Witness Whereof, the parties hereto have duly exe- [fol. 3558] cuted this agreement as of the day and year first above written.

Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, by (S.) C. E. Perkins, Chief Traffic Officer, Scoular-Bishop Grain Company, by (S.) I. C. Bishop, President.

Witnesses: (S.) Beatrice M. Keller, (S.) Harold McAlpine.

Attest: By (S.) R. M. Scoular, Secretary.

(In Red "Supplement to La-10907".)
7-6-37.

This Agreement, entered into in duplicate June 30th, 1937, by and between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, as trustee and not individually, hereinafter called "Lessor", and Scoular-Bishop Grain Company, a corporation, to be addressed at Kansas City, Jackson County, Missouri, hereinafter called "Lessee", Witnesseth:

Recitals:

There is now in effect between the Lessor and the Lessee (1st) a certain written agreement dated December 24th, 1935, originally entered into between L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, and (2nd) a certain written agreement dated July 1st, 1936, between the Lessor and the Lessee herein, supplemental to said agreement of December 24th, [fol. 3559] 1935, pursuant to which the Lessee is occupying certain premises and improvements of Lessor at Kansas City, Missouri, commonly known as the "Eagle Elevator".

Said agreement of December 24th, 1935, as supplemented by said agreement of July 1st, 1936, will expire by limitation as of midnight June 30th, 1937, and the parties hereto desire to set forth in writing their agreement with respect

to the Lessee continuing to occupy and use said Eagle Elevator.

Now, Therefore, in consideration of the premises, it is agreed:

Said agreement of December 24th, 1935, as supplemented by said agreement of July 1st, 1936, shall be and continue in force and effect for an additional period of one year commencing July 1st, 1937, and ending June 30th, 1938, at the same rental and subject to the same terms and conditions as are now provided by said agreements.

In Witness Whereof, the parties hereto have duly executed this agreement as of the day and year first above written.

Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, by (Signed) J. Cannon, Chief Operating Officer, Scoular-Bishop Grain Company, by (Signed) D. C. Bishop, President.

Witnesses: (Signed) W. H. Haverfield, (Signed) J. E. Buchanan.

Attest: By (Signed) Beatrice M. Keller, Secretary.

[fol. 3560] (1)

(In Red "Supplement to La-10907".)
8-19-36.

This Agreement, executed in duplicate July 1, 1936, by and between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, as trustee and not individually, hereinafter called Lessor, and Scoular-Bishop Grain Company, a corporation, to be addressed at Kansas City, Jackson County, Missouri, hereinafter called "Lessee", Witnesseth:

Recitals:

Under date of December 24th, 1935, L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, as trustees and not individually, and the Lessee herein, entered into an agreement in writing pursuant to which said Trustees let and the Lessee leased certain premises and improvements commonly known as "Eagle Elevator"; said agreement being now in effect between the Lessor herein and the Lessee.

The parties hereto desire to set forth in writing an agreement reached by them with respect to the correction of certain mutual mistakes appearing in said agreement of December 24th, 1935, as well as with respect to extending the term of said agreement.

Now, Therefore, in consideration of the premises, the parties hereto agree:

1. Effective as of October 1st, 1935, the effective date of said agreement of December 24th, 1935,

[fol. 3561] (A) "Premises", as used in said agreement, shall be deemed to be the following described lands of Lessor, instead of the lands originally described in said agreement, located in Kansas City, Jackson County, Missouri, viz:

From the intersecting north and south center line of Section 25, Township 50 North, Range 33 West, measure eastwardly along the center line of Lessor's track No. 15-127, four hundred sixty (460) feet; thence southwardly at right angles to last described course, eight and five-tenths (8.5) feet, to the point of beginning thence eastwardly parallel with and eight and five-tenths (8.5) feet southerly from the center line of said track No. 15-127, two hundred ninety three (293) feet; thence southwardly parallel with second course herein described, one hundred thirty-nine (139) feet; thence westwardly at right angles to last described course, one hundred seventeen (117) feet; thence northwardly at right angles to last described course, sixty (60) feet; thence westwardly at right angles to last described course, seventy-three (73) feet; thence northwardly at right angles to last described course, thirty-three (33) feet; thence westwardly at right angles to last described course, one hundred three (103) feet; thence northwardly at right angles to last de-

scribed course, forty-six and five tenths (46.5) feet more or less, to point of beginning; containing sixty-two one-hun-[fol. 3562] dredths (0.62) of an acre, more or less.

(B) There shall be deemed contained in paragraph 1 of said agreement immediately following the description of "Premises", the following:

"Lessor also grants to Lessee license and permission for its employes, patrons and invitees to use for and as a road-

way a parcel of Lessor's land, 20 feet in width and 1195 feet, more or less in length, extending westwardly from the most southwesterly corner of the land next above described to the east line of Martin Avenue, at a point about 40 feet south of the center-line of Lessor's track No. 15-26, which said parcel of land shall be deemed contained in the designation "Premises" where used in this agreement.

"Premises is designated as "Parcel A" and said roadway as "Parcel B", and approximate location of each thereof is shown enclosed in yellow color, on Lessor's white print dated August 13, 1936, marked Exhibit A, attached hereto as part hereof."

and there shall be deemed attached to said agreement as Exhibit A, in lieu of the Exhibit A originally attached thereto, Lessor's white print dated August 13, 1936, marked Exhibit A, attached to this supplemental agreement.

(C) Sub-paragraph (b) of paragraph 14 of said agreement shall be deemed to read:

[fol. 3563] "(b) subject to the provisions of paragraph 5 hereof with reference to liability of damage to property; to assume the risk of injury to or death of any person who may be upon the Premises or in or about the improvements located thereon at the instance, license or invitation of the Lessee or of the Lessee's employes, and also, the risk of damage to the property of the Lessee, or of such persons while upon the Premises or in or about said improvements, unless such injury, death, or damage to property, shall be due solely to the negligence of the Lessor; and Lessee agrees to indemnify, protect and save harmless the Lessor from and against all legal liabilities, claims or demands, suits or actions, growing out of any such injury, death or damage to property; however, with respect to any accident, fatal or nonfatal, to any employe of Lessee, or to his or her property, while on or about Premises, whether such accident be caused by the negligence of the Lessor or otherwise, the Lessee shall indemnify and save harmless the Lessor;"

(D) There shall be deemed included in said agreement at the end of paragraph 14 thereof, the following:

"Lessee further agrees, but solely with respect to the service by Lessor of Elevator Plant by means of Lessor's

tracks and the Lessor's locomotives and cars operated therealong that

[fol. 3564] (e) It is understood that movement of railroad locomotives involves some risk of fire and Lessee assumes all responsibility for and agrees to indemnify Lessor against loss or damage to property of Lessee or to property upon the Premises arising from fire caused by locomotives operated by Lessor upon the tracks at or in the vicinity of Elevator Plant for purpose of serving the Lessee, except to property of Lessor and to rolling stock belonging to Lessor or to others, and to shipments in course of transportation; and Lessee also agrees to indemnify and hold harmless the Lessor for loss, damage or injury from any act or omission of Lessee, Lessee's employes or agents, to the person or property of the parties hereto and their employes and to the person or property of any other person or corporation, while on or about the tracks serving Elevator Plant; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto in connection with the use of said tracks and the operation of locomotives and cars thereon in serving the Lessee, it shall be borne by them equally."

2. Effective as of June 30th, 1936, paragraph 16 of said agreement of December 24th, 1935, shall be deemed to read:

"16. This agreement of lease shall be effective on and [fol. 3565] after October 1, 1935, and, subject to the provisions of paragraph 15 and paragraph 17 hereof, shall continue in effect for a period of twenty-one months from such effective date."

3. Said agreement of December 24th, 1935, as hereby supplemented and amended, shall be and continue in force and effect as therein provided.

Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, by (Sgd.) J. Cannon, Chief Operating Officer. Scoular-Bishop Grain Company, by (Sgd.) D. C. Bishop, President.

Witnesses: (Sgd.) Walter W. Haverfield, G. F. Dewille.
Attest: By (Sgd.) P. M. Scoular, Secretary.

(Here follows 1 photolithograph, side folio 3566.)

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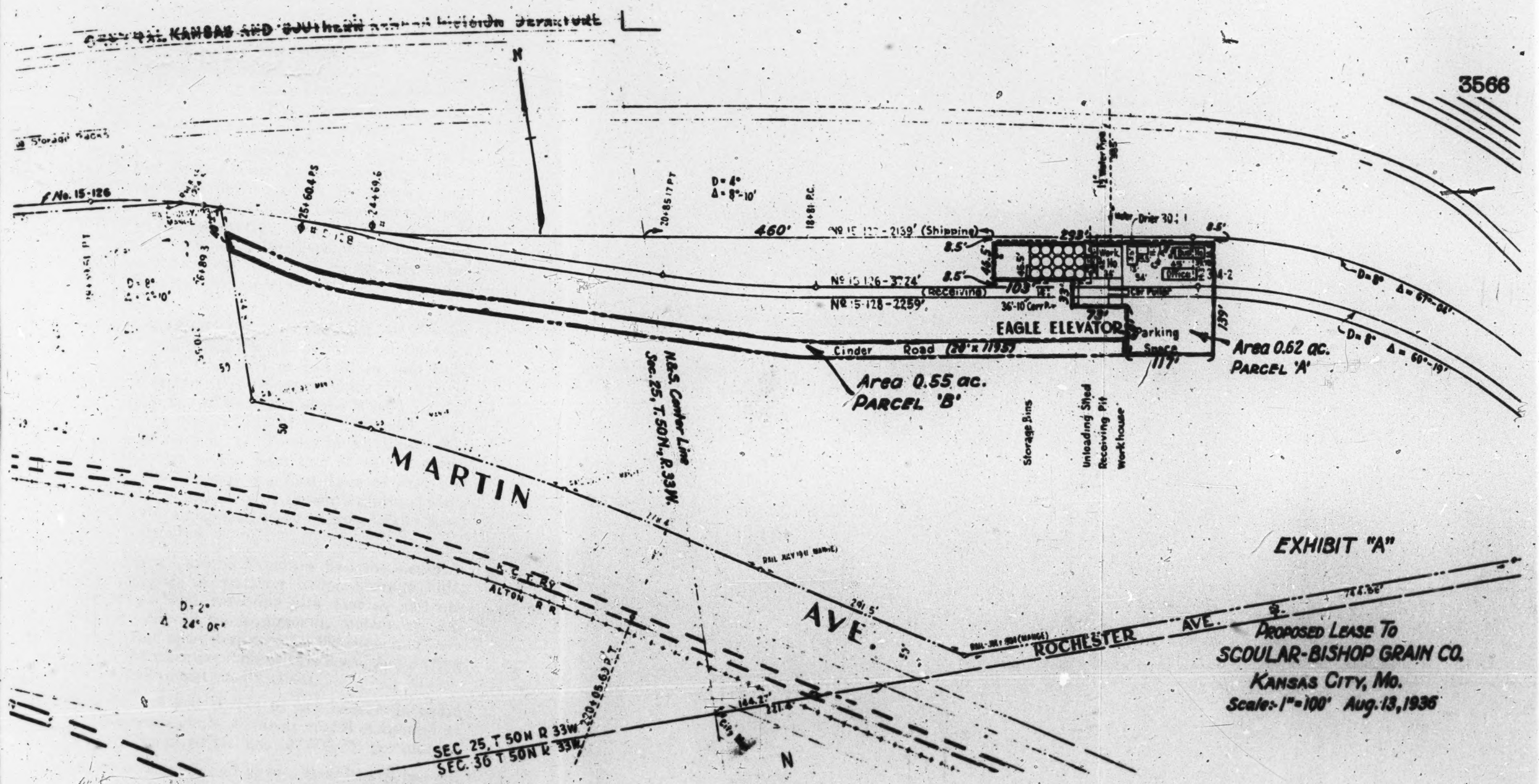
3662

3566


KANSAS AND SOUTHERN
N
Storage Tracks
No. 15-126
460'
No 15-128 - 2139' (Shipping)
No 15-126 - 3724'
(Receiving)
No 15-128 - 2259'
EAGLE ELEVATOR
Parking Space
Cinder Road (30' x 719')
Area 0.55 ac.
PARCEL 'B'
Area 0.62 ac.
PARCEL 'A'
N&S Center Line Sec. 25, T. 50N., R. 33W.
Storage Bins
Unloading Shed
Receiving Pit
work house
MARTIN
AVE.
ROCHESTER
AVE.
ALTON R.R.
SEC 25, T 50N R 33W
SEC. 36 T 50N R 33W
EXHIBIT "A"
PROPOSED LEASE TO
SCOULAR-BISHOP GRAIN CO.
KANSAS CITY, Mo.
Scale:- 1"=100' Aug. 13, 1936

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[fol. 3567] This Agreement, executed in duplicate December 24, 1935, by and between L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, as trustees and not individually, hereinafter called "Lessor", and Scoular-Bishop Grain Company, a corporation, to be addressed at Kansas City, Jackson County, Missouri, hereinafter called "Lessee", Witnesseth:

1. Lessor for and in consideration of the rental herein reserved, and of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, does hereby lease unto the Lessee, and the Lessee does hereby hire and take from the Lessor for the term hereinafter in paragraph 16 hereof provided, the hereinafter described Elevator Plant located on Lessor's lands, hereinafter called "Premises", in Kansas City, Jackson County, Missouri, viz:

All of lot 82 of the Subdivision of the lands of Joseph Guinotte, commonly called Hurck's Subdivision of the Guinotte Farm, also all of that part of Lot 81 in said Subdivision which part of Lot 81 is more particularly described as follows: Beginning 354.42 feet East of the West Line and 150 feet South of the North Line of the Southeast ¼ of the Southeast ¼ of Section 27, Township 50, Range 33; thence East 135.25 feet to the East line of said Lot 81; [fol. 3568] thence South along the East Line of said Lot 81, 48.5 feet to the northerly line of Lessor's right-of-way; thence Southwesterly along said right-of-way 139.95 feet; thence North to beginning.

2. "Elevator Plant" means Premises and the Lessor's grain elevator building or working house, storage bins, drier building, track shed, receiving pits, loading and unloading facilities, and all the equipment, machinery, fixtures, appliances, and appurtenances, as the same and each thereof shall, on the effective date of this lease, and during the term of this lease, exist on Premises.

3. Lessee covenants and agrees to pay Lessor, in equal monthly installments, each in advance, rental computed at the rate of Seven Thousand Dollars ($7,000.00) per annum.

4. The Lessor covenants and agrees that it will pay all taxes and assessments, general and special, which may law-

fully be levied against the premises or property covered by this lease, during the continuance of this lease, and that it will, during the term hereof, keep the buildings and other property covered by this lease insured against fire or other casualty at its sole expense and for its own benefit and in such amount as it may deem necessary, it being expressly understood and agreed, however, that such insurance shall not be for the benefit of the Lessee, nor extend to the grain stored or handled in the Elevator Plant, nor to the property [fol. 3569] of the Lessee which may be in or about the Elevator Plant.

(Stamped 10907-10907)

2

5. Lessee, at its sole cost and expense, shall keep fully insured the contents, not owned by the Lessor, of the buildings and structures comprised in Elevator Plant, including grain or other properties belonging to the Lessee or to others, against loss or damage by fire, lightning, tornado or explosion, it being hereby understood and agreed that the Lessor shall not be liable to the Lessee, or to any sub-lessee, or to any bailor or licensee of said Lessee, for any loss of or damage to property of whatsoever kind belonging to the Lessee or to any sub-lessee, bailor or licensee while the same may be in or upon the Elevator Plant, caused by fire, lightning, tornado or explosion and whether any such loss or damage shall be caused by or contributed to through or by the negligence of the Lessor or otherwise; and Lessee shall indemnify and save harmless the Lessor from and against any such loss or damage.

6. The Lessor agrees to keep said premises and all machinery and equipment therein owned by Lessor in good repair during the term of this lease, and shall replace, at its expense, any and all such machinery and equipment when worn out and beyond repair, and provided reasonable care has been taken of same by Lessee; the Lessee agreeing, however, to make such adjustments or minor repairs to said property as can be properly done by its regular elevator [fol. 3570] crews, provided that all material, requested by Lessee of Lessor and which are necessary for such adjustments or minor repairs shall be furnished by Lessor at Lessor's expense.

7. The Lessee shall

(a) use and operate the Elevator Plant, at all times, as a public elevator, without discrimination;

(b) comply with and execute all reasonable rules and regulations of the Lessor, and, as well, all charges, rules, orders and regulations of any Merchants Board or Exchange and of each and every department or bureau of the City, State or National government, applicable to Elevator Plant, or the business of the Lessee, and of any Fire Inspection or Prevention Bureau, or any other board or organization exercising similar functions;

(c) transfer for account of the Lessor the contents of any grain car which may be tendered the Lessee at any time for such purpose, or for the purpose of securing hopper weights, at the expense of the Lessor, but not exceeding one-half cent ($.005) per bushel of grain so transferred.

[fol. 3571] In case the Elevator Plant shall be partially destroyed by fire, lightning, tornado or explosion during the term of this agreement, the Lessor shall utilize the monies collected by it under its insurance contracts to the restoration and repair of such damage, and there shall be an abatement of rent during such period as the operation of the Elevator Plant is prevented by such damage and if the operation of the Elevator Plant is not prevented by such damage, but a substantial portion thereof is rendered unserviceable to the Lessee, then there shall be an equitable abatement of rent until such damaged portions of said Elevator Plant are repaired, but no abatement of rent shall be made on account of such damage unless the extent and nature thereof shall prevent the Lessee from operating said Elevator Plant, or a substantial portion thereof, for a period in excess of ten days.

Provided: in the event said damage or destruction be so extensive as in Lessor's opinion will not justify the making of repairs or replacements to or of said damaged or destroyed Elevator Plant, then this lease shall upon service of notice by Lessor on Lessee to that effect be deemed terminated as of the date of such damage or destruction. Lessee shall pay and discharge all the rents and perform and observe all the covenants in this agreement contained, and on the part of the Lessee to be performed and observed, up to date of such damages or destruction; and Lessor shall re-

fund to Lessee that proportion of the last advance rental [fol. 3572] payment made by Lessee which is applicable to the remainder of the period covered by said rental payment.

9. The Lessee shall use the Elevator Plant throughout the term of this agreement in the operation of a grain elevator to that end shall exercise every reasonable endeavor to handle in and through said Elevator Plant the maximum amount or quantity of grain, of various classes, consistent with the capacity of said Elevator Plant, it being understood between the parties hereto that one of the considerations for the making of this agreement is the undertaking of the Lessee to use all reasonable efforts to operate the said Elevator Plant as a grain elevator for the purpose of handling therein and therethrough the largest quantity of grains that may reasonably be procured for transportation over the railroad lines of the Lessor.

The Lessee agrees during the term of this lease to route all shipments of grain to and from said Elevator Plant, the routing whereof may be controlled by the Lessee, over Lessor's lines of railroad and its preferred connections, whenever the rates charged for transporting any such shipments do not exceed the rates applicable over any other route or routes.

10. The Lessor will, at Lessor's sole cost and expense, maintain and operate the railroad tracks now existing on [fol. 3573] *on* Premises and such additional tracks as in Lessor's opinion may be reasonably required from time to time for the purpose of providing suitable and proper railroad service for the operation of Elevator Plant; but it is understood that said railroad tracks

are not to be included as part of the demised Premises under the terms of this agreement, and Lessee hereby grants to Lessor right to occupy and use so much as may be necessary of Premises for and as suitable right-of-way for the operation and maintenance of said tracks.

11. Lessee shall prevent anyone except Lessor, its agents, employes, contractors or sub-contractors, as well as refrain from, placing or keeping any obstruction soever closer vertically than twenty-five feet to nearer rail, or closer horizontally than eight and one-half feet to center-line, of any

tracks on Premises; provided; on Premises any loading platform clearance may be seven feet and any scale may be installed pursuant to formal agreement. Lessor may at any time, unless unnecessarily detrimental to Lessee, lengthen, extend or connection with and use any of the tracks on Premises.

12. The Lessee agrees that the officers or duly accredited representatives of the Lessor shall at all reasonable times be permitted to enter upon Premises and every part thereof for the purpose of such examinations and inspections [fol. 3574] as the Lessor shall deem reasonable and proper.

13. The Lessee shall not, unless the written consent of Lessor be first obtained, (1) assign this agreement of lease, (2) make any alterations in the Elevator Plant, or (3) sublet the whole or any part of the Elevator Plant, provided, however, the Lessee may, in the natural course of its business, permit its own customers to use portions of the Elevator Plant for temporary storage of such customer's grain.

14. Lessee also agrees:

(a) to save and keep harmless the Lessor from all claims growing out of any default of Lessee hereunder;

(b) subject to the provisions of paragraph 5 hereof with reference to liability for damage to property: to assume the risk of injury to or death of any person who may be upon or in the immediate vicinity of Elevator Plant at the instance, license or invitation of the Lessee or of the Lessee's employes, and, also, the risk of damage to the property of the Lessee, or of such persons, unless such injury, death, or damage to property, shall be due, solely to the negligence of the Lessor; and Lessee agrees to indemnify, protect and save harmless the Lessor from and against all legal liabilities, claims or demands, suits or actions, growing out of any such [fol. 3575] injury, death or damage to property; however, with respect to any accident, fatal or non-fatal, to any employe of Lessee, or to his or her property, while on or about Premises, whether such accident be caused by the negligence of the Lessor or otherwise, the Lessee shall indemnify and save harmless the Lessor;

(c) to assume, and defend, indemnify and save harmless the Lessor from and against, any and all liability,

judgments, outlays and expenses in connection with injury to or death of persons and damage, loss or destruction to or of property, caused by or resulting from (1st) the occupancy, use or operation by Lessee of the Premises or (2nd) any act or omission of Lessee, Lessee's employes, agents, invitees or licensees, and

(d) to promptly remove any lien filed on any premises or improvements of Lessor on account of any work done, labor performed or materials furnished for or on account of Lessee and, failing so to do, Lessor may pay the amount of such lien or discharge the same by deposit, and the amount so paid or deposited shall be deemed additional rent hereunder and payable with interest from the date of such payment or deposit.

[fol. 3576] 15. In case the Lessee shall fail to perform any of the terms, covenants or conditions herein provided to be performed by it, and such default shall continue for a period of thirty days after written notice thereof shall have been given to the Lessee by the Lessor, then and in that event the Lessor shall have the right to terminate this lease. Upon such terminations, the Lessee shall immediately surrender possession of the Premises and every part thereof to the Lessor, subject to the conditions, however, that Lessee (a) shall have reasonable additional time, but not exceeding thirty days, to remove from said Elevator Plant the grain it may have stored therein, and (b) pay to the Lessor and discharge all the rents, and perform and observe all the covenants, hereinabove contained, and on the part of the Lessee to be kept and performed and observed, up to such date of removal of said grain. If, and so long as, the Lessee pays the rental and additional rental reserved under this agreement of lease, and observes the covenants hereof, the Lessee shall quietly enjoy the Premises, subject, however, to the terms of this agreement of lease.

16. This agreement of lease shall be effective on and after October 1, 1935, and, subject to the provisions of paragraph 15 and paragraph 17 hereof, shall continue in effect for a period of nine months from such effective date.

17. The Missouri Pacific Railroad Company, pursuant to Section 77 of the Bankruptcy Act, approved March 3, 1933, [fol. 3577] is now in process of reorganization and is being operated by the undersigned Trustees under jurisdiction of

the United States District Court, Eastern Division, Eastern District of Missouri, and, upon the date that ownership or control of the railroad and property of said Railroad Company by said Trustees or their successor trustee or trustees, shall cease, this agreement shall ipso facto terminate, unless, pursuant to the decree of said court, said agreement shall be continued in effect by the party succeeding to such ownership or control.

Page 6

18. Subject to the provisions of paragraph 17 hereof, this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, provided, that the Lessee shall not assign any of its rights, title or interest in or to this agreement, or sublet Elevator Plant, without the written consent of the Lessor first being had and obtained.

In Witness Whereof, the parties hereto have executed this agreement the day and year first above written.

L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor, by (Sgd.) J. Cannon, Chief Operating Officer, Scoular-Bishop Grain Company, by D. C. Bishop, President.

Witnesses: (Sgd.) Walt W. Haverfield, G. F. Dewille.
Attest: By (Sgd.) R. M. Scoular, Secretary.

[fol. 3578] State of Missouri,
City of St. Louis, ss:

A. T. Cole, of lawful age, being first duly sworn, upon his oath deposes and says as follows:

I am an Assistant Secretary of Missouri Pacific Railroad Company, and as such officer have custody of the corporate records of said Company, that the attached and foregoing copy of agreement dated December 24, 1935, between L. W. Baldwin and Guy A. Thompson, Trustees, Missouri Pacific Railroad Company, Debtor and Scoular-Bishop Grain Company, for lease of Elevator at Kansas City, Missouri, is a true, correct and complete copy.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the corporate seal of said Missouri Pa-

cific Railroad Company at St. Louis, Missouri, this Twenty-ninth day of April, 1940.

(Signed) A. T. Cole, Assistant Secretary. Missouri Pacific Railroad Company. (Missouri Pacific seal.)

Subscribed and sworn to before me a Notary Public within and for the City of St. Louis, State of Missouri, This Twenty-ninth day of April, 1940.

(Signed) W. Jenkins, Notary Public, City of St. Louis, Missouri. (W. Jenkins seal). My Commission expires February 27, 1943.

[fol. 3579] U. P. Exhibit No. 329

Bernice Jackson

May 8, 1940 5139 11-39 1M

Guy A. Thompson, Trustee
Missouri Pacific Railroad Company, Dr.

Lease No. A-12067

Assistant Secretary's Office

With Cargill, Incorporated
For Lease of Elevator "B" at Kansas City, Mo.
Dated May 24, 1938.
Expires May 31, 1940.

(in pencil—"Old Number La-8820).

Page 1 5-13-38.

This Agreement, executed in duplicate this 24th day of May, 1938, between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, as trustee and not individually, hereinafter designated Lessor, and Cargill, Incorporated, a Minnesota corporation, to be addressed at Minneapolis, Minnesota, duly licensed for business in the State of Missouri, hereinafter designated Lessee, Witnesseth, That

[fol. 3580] 1. Lessor, for and in consideration of the covenants and agreements herein contained, to be kept and performed by Lessee, and of the rental herein reserved, does

hereby let and Lessee does hereby lease for the term hereinafter in Paragraph 15 hereof, provided, the hereinafter described Elevator Plant located in Kansas City, Jackson County, Missouri.

2. "Elevator Plant" means Lessor's hereinafter described Premises, together with the grain elevator building, work house, storage bins, drier, boiler house, track shed, loading and unloading facilities, shipping shed, dust house, shop, office and welfare rooms, the miscellaneous buildings and structures, and all equipment, machinery, fixtures and appliances therein and appurtenant thereto, and the driveway and the appurtenances thereto, as the same or any thereof on the effective date and during the term, of the herein expressed lease, shall exist on Premises.

3. "Premises" means Lessor's herein identified real property located substantially where shown in solid white lines, and, designated, respectively "Parcel I" and "Parcel II", on Lessor's sketch, File No. 9-3681, dated St. Louis, Mo., February 24th, 1931, revised May 13, 1938, marked Exhibit "A", attached hereto and hereby made a part hereof, situate in Kansas City, Jackson County, Missouri, to-wit: all that part of the Southwest Quarter of Section 25, Township 50 North, Range 33 West, described in two parcels [fol. 3581] as follows:

Parcel I. From the northwest corner of the Southwest Quarter of Section 25, Township 50 North, Range 33 West, measure south along the west line of said Section 630.74 feet to a point; thence eastwardly along a straight line describing an angle of 90°-06′-30″ to the left, 1830.22 feet to a point; thence southwardly along a straight line describing an angle of 94°-02′ to the right, 77.69 feet to the point of beginning; thence eastwardly, at right angles, 120 feet; thence southwardly, at right angles, 276.75 feet, to a point 8.5 feet southerly from, measured at right angles to, center line of Lessor's southerly shipping track; thence eastwardly, at right angles, 116 feet; thence southwardly at right angles, 75 feet; thence westwardly at right angles, 116 feet, to a point 8.5 feet northerly from, measured at right angles to, center-line of Lessor's northerly receiving track; thence southwardly at right angles, 67 feet, to a point 8.5 feet northerly from, measured at right angles to, center-line of Lessor's running track; thence westwardly, at right angles,

parallel with said running track, 240 feet; thence northwardly, at right angles, 67 feet to a point 8.5 feet northerly from, measured at right angles to, center-line of Lessor's northerly receiving track; thence westwardly, at right angles, 52.25 feet; thence northwardly, at right angles, 207.25 feet; thence eastwardly, at right angles, 80 feet; [fol. 3582] thence northwardly, at right angles, 169.5 feet; thence eastwardly, at right angles, 45 feet; thence southwardly, at right angles, 25 feet; thence eastwardly, at right

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angles, 47.25 feet, to the point of beginning; containing 2.69 acres, more or less; to be used for elevator site.

Parcel II. A strip of land 30 feet wide, the centerline of which is described as follows: Beginning at a point on the west line of Section 25, Township 50 North, Range 33 West, 1023.22 feet south of the northwest corner of the Southwest Quarter of said Section; thence northeastwardly along a straight line making a northeast angle of 75°-41′ with the west line of said Section, 1330.6 feet; thence southeastwardly, along a straight line making an angle of 38°-28′, to the right, 386.68 feet, to a point on the west line of Parcel I, said point being distant 15.99 feet southwardly from the most northerly point of the most westerly side of Parcel I; said strip, except Topping Avenue, containing 1.16 acres, more or less; to be used for driveway to elevator site.

4. The Lessor, at its sole cost and expense, shall maintain and operate the railroad tracks now, or on the effective date of this lease, existing on Premises and such additional tracks as in Lessor's opinion may be reasonably necessary from time to time for the purpose of providing suitable and [fol. 3583] proper railroad service for the operation of Elevator Plant; but it is understood and agreed that the said railroad tracks are not included as part of the demised premises under this agreement, and that Lessee hereby grants to Lessor right to occupy and use so much as may be necessary of the demised premises for and as suitable right of way for the location, operation and maintenance of the said tracks or any part thereof. Lessor may at any time unless unnecessarily detrimental to Lessee, lengthen, extend and connect with any of said tracks and use the same for other than the purpose of serving the Lessee.

5. Lessee covenants and agrees to pay the Lessor in equal monthly installments, each in advance, for the use of Elevator Plant, rental computed at the rate of $38,703.84 per annum, and, beginning with the first day of the calendar month next following the completion of each particular job as a whole, an additional annual rental, payable in equal monthly installments, each in advance, equal to three per cent (3%) of the cost to Lessor of Additions and Betterments made to Elevator Plant, said cost to include all items the expenditures for which would, if said Elevator Plant were being operated by the Lessor, be chargeable under the Rules and Classifications of the Interstate Commerce Commission to Investment in Road and Equipment; it being understood and agreed however that Lessor shall secure the prior written consent of Lessee before making any such [fol. 3584] Additions and Betterments.

6. Lessee covenants and agrees to pay the Lessor, as additional rental,

(a) the actual cost to Lessor from time to time of fire, tornado, and explosion insurance effected by Lessor on Elevator Plant in such sum or sums as Lessor may from time to time consider reasonably necessary for the proper protection of the Lessor's interest in Elevator Plant.

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(b) when and as due and payable, all general taxes (not assessments) which may be levied or claimed by the State, City or other lawful authority on Elevator Plant during the term of this agreement, but exclusive of Lessor's railroad tracks, switches, and like equipment located on the Lessor's said premises; and, also, all charges assessed or levied against Elevator Plafit and/or against Lessor's said premises, for water, lighting, street sprinkling, sweeping and oiling,

(c) the cost to the Lessor of all repairs to Elevator Plant exclusive of repairs to the exterior of all buildings and structures comprised in Elevator Plant and structural repairs to the interior of said buildings and structures, for [fol. 3585] keeping and maintaining Elevator Plant in first class condition and in conformity to the Lessor's requirements as determined from time to time, during the term of this agreement by the Lessor's Assistant Chief Engineer.

All sums which the Lessor shall expend for any of the items or charges in foregoing sub-paragraphs (a), (b) and (c) expressed, shall be repaid by Lessee on the rent day next ensuing after the expenditure thereof, and shall be recoverable as if the same were rent in arrear.

7. Lessee also agrees:

(a) at its sole cost and expense, to keep fully insured the contents of the buildings and structures comprised in Elevator Plant, including grain or other properties belonging to the Lessee or to others, against loss or damage by fire, tornado or explosion, it being hereby understood and agreed that the Lessor shall not be liable to the Lessee, or to any sub-lessee, or to any bailor of said Lessee, for any loss of or damage to property of whatsoever kind belonging to the Lessee or to any sub-lessee or bailor while the same may be in or upon the Elevator Plant, caused by fire, tornado or explosion or from any other cause whatsoever, and whether any such loss or damage shall be caused by or contributed to, [fol. 3586] through or by the negligence of the Lessor or otherwise, and Lessee shall indemnify and save harmless the Lessor from and against any such loss or damage;

(b) to not, unless the written consent of the Lessor be first obtained, (1) make any *la*terations in the Elevator Plant, (2) sub-let the whole or any part of the Elevator Plant, provided, however, the Lessee may, in the natural course of its business, permit its own customers to use portions of the Elevator Plant for temporary storage of such customer's grain, or (3) assign this agreement of lease.

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(c) to use and operate the Elevator Plant, at all times, as a public elevator, without discrimination,

(d) to comply with and execute all reasonable rules and regulations of the Lessor and, as well, all charges, rules, orders and regulations of any Kansas City, Missouri, merchants or brokers exchange or board having jurisdiction and each and every department or bureau of the City, State or National government applicable to Elevator Plant, or the business of the Lessee, and of any fire prevention board or bureau or other board or organization exercising similar functions,

[fol. 3587] (c) to transfer for account of the Lessor the contents of any grain car which may be tendered the Lessee at any time for such purpose, or for the purpose of securing hopper weights, at the expense of the Lessor, but not exceeding one cent ($0.01) per bushel of grain so transferred.

8. In case the Elevator Plant shall be partially destroyed or damaged by fire, tornado or explosion during the term of any renewal term of this agreement, the Lessor shall cause such damage to be repaired as speedily as possible. If the damage be so extensive as to render the Elevator Plant untenantable, all payments of rent or in the nature of rent reserved in paragraphs 5 and 6 hereof shall be paid up to the date of such fire or damage, and shall cease until such time as the Elevator Plant shall be put in proper repair and again be tenantable, and thereafter the Lessee shall again pay all such rental and shall have no option to cancel this agreement, provided, however, that if the Elevator Plant is not rendered wholly unten-table, but a substantial portion is rendered unten-table, then there shall be an equitable abatement of all payments of rent or in the nature of rent until such damaged portions of said Elevator Plant are repaired, but no abatement of rent shall be made on account of such damage unless the extent and nature thereof shall prevent the Lessee from operating said Elevator Plant, or a sub-
[fol. 3588] stantial portion thereof for a period in excess of fifteen days.

In case Elevator Plant be totally destroyed, this lease shall cease and determine on the date such destruction shall occur, provided, however, the Lessee shall pay and discharge all the rents, and perform and observe all the covenants in this agreement contained and on the part of the Lessee to be performed and observed, up to such date of termination.

9. The Lessee shall use the Elevator Plant throughout the term or any renewal term of this agreement in the operation of a grain elevator, and to that end shall exercise every reasonable endeavor to handle in and through the said Elevator Plant the maximum amount or quantity of grain of various classes, consistent with the capacity of said Elevator Plant and sound business judgment in the ordinary course of the Lessee's business, it being understood between the parties hereto that one of the considerations for the making of this agreement is the undertaking of the Lessee to use all

reasonable efforts in the ordinary course of its business to operate the said Elevator Plant as a grain elevator for the purpose of handling therein and there-through the largest quantity of grain which may reasonably be secured, consistent with sound business judgment and methods, for transportation over the railroad lines of the Lessor, and the Lessee agrees that insofar as it may so do, it will route all [fol. 3589] shipments of grain to and from said Elevator Plant over the railroad lines of the Lessor and of its preferred connections, with the view of giving the Lessor the longest possible road haul on such shipments, provided, however, that nothing herein contained shall prevent the Lessee from shipping grain over other railroad lines, or by other means of transportation, where the cost of such transportation over other lines or by such other means may be less than the cost of such transportation over the railroad lines of the Lessor and of its preferred connections.

10. The Lessor will, at its sole cost and expense, maintain and operate the railroad tracks now existing on Lessor's said premises and such additional tracks as in Lessor's opinion may be reasonably required from time to time, for the purpose of providing suitable and proper railroad service for the operation of Elevator Plant, but it is understood that said railroad tracks are not to be included as part of the demised premises under the terms of this agreement. Lessor may at any time unless unnecessarily detrimental to Lessee, lengthen, extend or connect with and use any of the said tracks.

11. Lessee shall prevent anyone except Lessor, its agents, employees, contractors, or sub-contractors, as well as refrain from, placing or keeping any obstruction soever closer vertically than twenty-five feet to nearer rail, or closer hori- [fol. 3590] zontally than eight and one-half feet to centerline of any tracks on the Lessor's said premises; provided; on said premises any loading platform clearance may be seven feet and any scale may be installed pursuant to formal agreement.

12. Lessee agrees that the Lesssor and the Lessor's contractors, subcontractors, agents, employes or licensees shall have free access to the Elevator Plant for the purpose of constructing and completing, or causing to be constructed

and completed, any Additions and Betterments required to or of the Elevator Plant, or for making or causing to be made any necessary repairs or renewals, provided such construction, repairs or renewals shall not in any way interfere with the operation of Elevator Plant by the Lessee; and Lessee further agrees that the officers or duly accredited representatives of the Lessor shall at all reasonable times be permitted to enter upon Elevator Plant and every part thereof for the purpose of making such examinations and inspections as the Lessor shall deem reasonable and proper.

13. Lessee also agrees:

(a) to save and keep harmless the Lessor from all claims growing out of any default of Lessee hereunder;

(b) subject to the provisions of sub-paragraph (a) of paragraph 7 with reference to liability for damage to prop-
[fol. 3591] erty; the Lessee assumes the risk of injury.

to or death of any person in Lessee's employ, or any person who may be upon or in the immediate vicinity of the Elevator Plant at the instance, license or invitation of the Lessee or of the Lessee's employes, and also, the risk of damage to the property of the Lessee's employes, or of such persons, unless such injury, death or damage to property, shall be due solely to the negligence of the Lessor; and Lessee agrees to indemnify, protect and save harmless the Lessor from and against all legal liabilities, claims or demands, suits or actions, growing out of any such injury, death or damage to property, (c) to assume, and defend, indemnify and save harmless the Lessor from and against, any and all liability, judgments, outlays and expenses in connection with injury to or death of persons and damage, loss or destruction to or of property caused by or resulting from (1st) the occupancy, use or operation by Lessee of the Elevator Plant, or (2nd) any act or omission of Lessee, Lessee's employes, agents, invites or licensees, and

(d) to promptly remove any lien filed on any premises or
[fol. 3592] improvements of Lessor on account of any work done, labor performed or materials furnished for or on account of Lessee and, failing so to do, Lessor may pay the amount of such lien or discharge the same by deposit, and

the amount so paid or deposited shall be deemed additional rent hereunder and payable with interest from the date of such payment or deposit.

14. In case the Lessee shall fail to perform any of the terms, covenants or conditions herein provided to be performed by it, and such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Lessee by the Lessor, then and in that event the Lessor shall have the right to terminate this agreement by giving to the Lessee thirty (30) days written notice of such being the intention. Upon such termination, the Lessee shall immediately surrender possession of the Elevator Plant and every part thereof to the Lessor, subject to the condition, however, that Lessee (a) shall have reasonable additional time, but not exceeding thirty days, to remove from said Elevator Plant the grain it may have stored therein, and (b) pay to the Lessor and discharge all the rents, and perform and observe all the covenants hereinabove contained, and on the part of the Lessee to be kept and performed and observed, up to such date of removal of said grain.

15. This agreement of lease shall become effective with [fol. 3593] June 1st, 1938, and, unless sooner terminated pursuant to the provisions of paragraph 14, continue in effect to and including May 31st, 1940.

16. If, and so long as, the Lessee pays the rental and additional ren-

tal reserved under this agreement of lease, and observes the covenants hereof, the Lessee shall quietly enjoy the Elevator Plant, subject, however, to the terms of this agreement of lease.

17. This agreement of lease shall inure to the benefit of and be binding upon the successors and assigns of the Lessee, provided that the Lessee shall not assign any of its rights, title or interest in or to this agreement, except by express agreement acceptable to Lessor.

18. This agreement of lease shall inure to the benefit of and be binding upon any successor trustee or trustees of the railway and properties of Missouri Pacific Railroad Company hereafter appointed by the United States District

Court, Eastern Division, Eastern Judicial District of Missouri, in the proceedings now pending in said Court entitled "In the Matter of Missouri Pacific Railroad Company, Debtor, No. 6935, In Proceedings for the Reorganization of a Railroad"; and, upon termination of said trusteeship, the person or corporation acquiring the Debtor's railway and properties, whether by purchase or pursuant to a plan of [fol. 3594] reorganization, shall be and become bound by, and entitled to all of the benefits of, all the terms and provisions of this agreement.

19. This agreement is made by Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, pursuant to and in accordance with the terms of Order No. 1068 of the aforesaid United States District Court, filed May 11th, 1938.

In Witness Whereof, the parties have executed this agreement the day, month and year first above written.

Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor. By (Signed) C. E. Perkins, Chief Traffic Officer.

Witnesses: (Signed) B. W. Tremayne.

Cargill, Incorporated. By (Signed) E. J. Grimes, Vice President.

Attest: By (Signed) Cargill MacMillan, Secretary.

(Here follows 1 photolithograph, side folio 3595)

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3680A

3595

E. & W. ¼ SEC. 25, T 50 N, R 33 W.

NW Cor. of SW¼, Sec. 25, T 50 N, R 33 W.

AVE.

630.74'

1025.22'

1830.22'

592.48'

TOPPING

PARCEL II (1.16 AC.±)

ROADWAY

1336.66'

Pt. of SW¼ Sec. 25,
T 50 N, R 33 W.

W. Line of Sec. 25, T 50 N, R 33 W.

E. Line of SW¼, Sec. 25, T 50 N, R 33 W.

126 STORAGE BINS

PARCEL I (2.69 AC.±)

SHIPPING TRACKS

SUB-STATION

WORK HOUSE

DRIER

RECEIVING

RUNNING

STORAGE

240'

TRACKS

TRACK

CAR PULLER PIT

WEST RECEIVING PIT

CENTER RECEIVING PIT

EAST RECEIVING PIT

EXHIBIT "A"
MISSOURI PACIFIC R.R. CO.
PROPOSED LEASE TO
CARGILL, INCORPORATED.
KANSAS CITY, MO.
Office of Ch. Engr. Scale: 1" = 200'
St. Louis, Mo. Febr. 24, 1931.

Revised - May 13, 1938.

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[fol. 3596] STATE OF MISSOURI,
City of St. Louis, ss:

A. T. Cole, of lawful age, being first duly sworn, upon his oath deposes and says as follows:

I am an Assistant Secretary of Missouri Pacific Railroad Company, and as such officer have custody of the corporate records of said Company, that the attached and foregoing copy of agreement dated May 24, 1938, between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, and Cargill, Incorporated, for lease of Elevator "B" at Kansas City, Missouri, is a true, correct and complete copy.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the corporate seal of said Missouri Pacific Railroad Company at St. Louis, Missouri, this Twenty-ninth day of April, 1940.

(Signed) A. T. Cole, Assistant Secretary Missouri Pacific Railroad Company.

Subscribed and sworn to before me a Notary Public within and for the City of St. Louis, State of Missouri, this Twenty ninth day of April, 1940. (Seal)

(Signed) C. Jenkins, Notary Public, City of St. Louis, Missouri. My Commission Expires February 27, 1943. (Seal.)

[fol. 3597] U. P. EXHIBIT No. 329

Bernice Jackson

May 8, 1940

5139 11-39 1M

(Copy)

Missouri Pacific Railroad Company

Lease No. A. 8820

Assistant Secretary's Office

With Continental Export Company, Continental Grain Co. For Lease of Elevator at Kansas City, Mo. Dated August 1, 1931—Assignment March 25, 1936, Supp. June 10, 1937—June 1, 1938. Expires August 31, 1941.

Superseded by LA-12067

(in pencil) Supplement to Lease A-8820

6-30-38

This Agreement entered into in duplicate June 1st, 1938, between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, herein called Lessor, and Continental Grain Company, a Delaware corporation, herein called Lessee,

Witnesseth:

[fol. 3598] Recitals:

Under date of August 1, 1931, the Missouri Pacific Railroad Company, as lessor, and Continental Export Company, a corporation of the State of Delaware, licensed to do business in the State of Missouri, as lessee, entered into a certain written agreement of lease pursuant to which said Missouri Pacific Railroad Company let and said Continental Export Company leased for a term of ten years certain of said Missouri Pacific Railroad Company's premises together with grain elevator building, work house, storage bins, dryer, boiler house, track shed, loading and unloading facilities, shipping shed, dust house, shop, office and welfare rooms, certain miscellaneous buildings and structures and all equipment, machinery, fixtures and appliances therein and appurtenant thereto, and the driveway and the appurtenances thereto, situate in the Southwest Quarter of Section 25, Township 50 North, Range 33 West, Jackson County, Missouri, in the City of Kansas City, for use by Continental Export Company in the conduct and operation of a grain elevator plant.

Under date of March 25, 1936, Continental Export Company, lessee in said lease of August 1, 1931, assigned and transferred unto Continental Grain Company, a Delaware corporation, all of Continental Export Company's interest under said lease to which Guy A. Thompson, the duly ap-
[fol. 3599] pointed, qualified and acting Trustee of Missouri Pacific Railroad Company, Debtor, consented, said Guy A. Thompson, as Trustee, being in possession of and operating the railroad and properties of Missouri Pacific Railroad

Company by virtue of his appointment as said Trustee by the United States District Court, Eastern Division, Eastern Judicial District of Missouri, in Cause No. 6935, pending in said Court entitled "In the Matter of Missouri Pacific Railroad Company, Debtor, In Proceedings for the Reorganization of a Railroad", pursuant to the provisions of Section 77 of the Bankruptcy Act, as amended.

Under date of June 10, 1937, Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, and Continental Grain Company, a Delaware corporation, entered into an agreement in writing supplemental to the above mentioned agreement of August 1, 1931, for the purpose of reducing the rental payments provided for in said agreement of August 1, 1931.

Page 2 6-30-38

The parties hereto desire to set forth in writing an agreement reached between them with respect to the termination of said agreement of August 1, 1931, as heretofore assigned and supplemented.

Now, Therefore, in consideration of the premises the parties hereto agree that effective as of midnight, May 31, 1938, the said Lessee, Continental Grain Company, yielded [fol. 3600] up to the said Lessor, Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, and the said Lessor accepted the surrender and possession of the premises, improvements and facilities described in said agreement of lease dated August 1, 1931 and said Lessor and said Lessee do hereby further agree that said lease of August 1, 1931, as heretofore assigned and supplemented, shall be deemed terminated and of no further force and effect from and after midnight of May 31, 1938 and each does hereby release the other of and from all obligations, each to the other, by virtue of said lease, assignment and supplement aforesaid, except for any liability which may have accrued prior to midnight of May 31, 1938.

In Witness Whereof, the parties hereto have duly executed this agreement as of the day and year first above written.

Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor. By (s) C. E. Perkins, Chief Traffic Officer.

Witnesses:

(s) W. J. Siering.

Continental Grain Company. By (s) J. Feuer, President.

Attest:

By (s) Frederick Mayer, Secretary.

Page 1 (in pencil) Supplement To LA-8820 5-26-37 (in pencil) on June 10)

This Agreement, entered into in duplicate on June 10, 1937, by and between Guy A. Thompson, Trustee, Missouri [fol. 3601] Pacific Railroad Company, Debtor, as trustee and not individually, herein called Lessor, and Continental Grain Company, a Delaware corporation, herein called Lessee, Witnesseth:

Recitals:

Under date of August 1, 1931, Missouri Pacific Railroad Company (the railroad and properties of which are in possession of and being operated by the above named Trustee) and the Continental Export Company, a corporation of the State of Delaware, entered into an agreement in writing pursuant to which said Railroad Company let and said Export Company leased, effective with September 1, 1931, certain premises and improvements comprising a grain elevator plant located in the Southwest Quarter of Section 25, Township 50 North, Range 33 West, Jackson County, Missouri, in Kansas City, for a period of ten years ending August 31, 1941, the Continental Export Company, by written instrument dated March 25, 1936, having assigned all of its right, title and interest under and pursuant to said agreement of August 1, 1931, to the Lessee herein; and said agreement of August 1, 1931, being now in effect between the Lessor and the Lessee.

Investigation develops that the Lessee will be unable to operate the elevator plant referred to in said agreement of August 1, 1931, without loss unless certain concessions are made temporarily by the Lessor in the calculation of rental [fol. 3602] under said agreement of August 1, 1931, so that said rental will compare favorably with rental paid by lessees of competing elevator plants at Kansas City, Missouri; and the parties hereto desire to set forth in writing an

agreement reached between them covering such concessions over a temporary period.

Now, Therefore, in consideration of the premises the parties hereto agree:

1. Effective with April 1, 1937, and thereafter for a period of three years ending with March 31, 1940, unless said agreement of August 1, 1931, be sooner terminated pursuant to the provisions therein contained or as in paragraph 3 of this supplemental agreement provided, the rental provided by sub-paragraphs (a), (b) and (c) of paragraph 8 of said agreement of August 1, 1931, to be paid to Lessor by Lessee, shall be computed at the rate of four per centum (4%) per annum instead of five per centum (5%) per annum, and for the purpose of computing said rental in the manner and as provided in said sub-paragraphs (a), (b) and (c) the value as of September 1, 1936, "Premises" shall be deemed to be $13,450.00 and of Elevator Plant, exclusive of Premises, $1,265,666.00; the computation of

said rental from and after April 1st, 1940, and during the remainder of the fixed term of said agreement to be at the rate of five per centum (5%) per annum, as originally pro- [fol. 3603] vided in said agreement, computed on valuations determined as hereinabove provided.

2. Unless sooner terminated pursuant to the provisions of paragraph 3 hereof, said agreement of August 1, 1931, as hereby supplemented and amended, shall continue in force and effect as therein provided.

3. The Missouri Pacific Railroad Company, pursuant to Section 77 of the Bankruptcy Act, approved March 3, 1933, is now in process of reorganization and is being operated by the undersigned Trustee under jurisdiction of the United States District Court, Eastern Division, Eastern District of Missouri, and, upon the date that ownership or control of the railroad and property of said Railroad Company by said Trustee or his successor trustee or trustees, shall cease, said agreement of August 1, 1931, as hereby supplemented and amended, shall ipso facto terminate, unless, pursuant to the decree of said court, said agreement shall be continued in effect by the party succeeding to such ownership or control.

In Witness Whereof, the parties hereto have duly executed this agreement the day and year first above written.

Witnesses:

Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor. By (signed) C. E. Perkins, Chief Traffic Officer.

(Signed) B. W. Tremayne.

Attest:

Continental Grain Company. By (Signed) J. Feuer, [fol. 3604] President.

By (Signed) Frederick Mayer, Secretary.

Assignment of Lease Page 1

Know All Men By These Presents that Continental Export Company, a Delaware corporation, Assignor, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations to it in hand paid by Continental Grain Company, a Delaware corporation, Assignee hereby assigns unto the Assignee all of the lessee's interest under a certain indenture of lease bearing date August 1, 1931, entered into between Missouri Pacific Railroad Company, as lessor, and said Continental Export Company, as lessee, demising the elevator plant and appurtenances therein described, located in the City of Kansas City, State of Missouri;

To Have and to Hold the same unto the Assignee, its successors and assigns, from the date hereof and until the expiration of the term of said lease, subject to the payment of all rents and other charges payable thereunder, and to all of the covenants, conditions and provisions therein contained, on the part of the lessee therein to be performed.

The Assignor does hereby expressly agree that, notwithstanding this assignment, it shall at all times remain liable for the payment of all rents and other moneys due under said lease, and for the prompt observance and performance of all of the terms, provisions, covenants and [fol. 3605] conditions in said lease contained, on the part of the lessee therein to be observed and performed.

The Assignee does hereby join herein for the purpose of accepting the above and foregoing assignment, and does hereby assume and agree to make all payments of rent and other moneys due under said lease, and to promptly observe, keep and perform all of the terms, provisions, cove-

nants and conditions in said lease contained, on the part of the lessee therein to be observed and performed.

In Witness Whereof the Assignor and Assignee, respectively, have caused these presents to be executed by their proper corporate officers thereunto duly authorized, and have caused their respective corporate seals to be hereunto affixed, this 25th day of March, 1936.

Continental Export Company. By (Signed) G. Eisemann, Vice President.

Attest:

(Signed Frederick Mayer, Secretary.

Continental Grain Company. By (Signed F. W. Lake, Vice President.

Attest:

(Signed Frederick Mayer, Secretary.

Guy A. Thompson, Trustee, in possession of and operating the railroad and properties of Missouri Pacific Railroad Company, lessor under the lease above mentioned, does hereby consent to the above and foregoing assignment of the lessee's interest under said lease by Continental Export Company to Continental Grain Company,
[fol. 3606] Dated the 27th day of March, 1936.

Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor. By (Signed) W. G. Vollmer, Executive Assistant.

Witnesses:

(Signed) John W. Ferrick, Henry W. Weiler.

Copy

cc—CEP FPJ JC CBM FWI

October 5, 1931.

File A-60140

Kansas City, Missouri, Continental Elevator.

Continental Export Company, Merchants Exchange, St. Louis, Missouri.

Gentlemen:

In line with understanding you have recently reached with our Vice-President, Mr. Perkins, you are hereby notified that the Continental elevator plant at Kansas City was

completed and ready for your possession on September 1, 1931, and rental will start on that date.

This letter is written by me to comply with Section 5 of our lease agreement.

Please acknowledge receipt.

Yours truly,

(Signed) E. A. Hadley, Chief Engineer.

Page 1 3-14-31.
(in pencil) 1st)

[fol. 3607] This agreement, executed in duplicate this 1st day of (in pencil) August)
August, 1931, by and between Missouri Pacific Railroad Company, a corporation of the State of Missouri, hereinafter designated the "Lessor," and the Continental Export Company, a corporation of the State of Delaware, licensed to do business in the State of Missouri, hereinafter designated the "Lessee," witnesseth:

1. Pursuant to a certain written proposal of the Lessor to the Lessee dated October 22nd, 1930, accepted and approved by the Lessee on October 24th, 1930, Lessor has purchased the hereinafter described "Premises" as the site for, and now has the hereinafter described "Elevator Plant" in course of construction and completion on Premises.

2. "Premises" means the Lessor's herein identified real property located substantially where shown in solid white lines, and, designated, respectively, "Parcel I" and "Parcel II," on Lessor's sketch, File No. 9-3681, dated St. Louis, Mo., February 24th, 1931, marked Exhibit "A," attached hereto and hereby made a part hereof, situate in Kansas City, Jackson County, Missouri, to-wit: all that part of the Southwest Quarter of Section 25, Township 50 North, Range 33 West, described in two parcels as follows:

Parcel I. From the northwest corner of the Southwest Quarter of Section 25, Township 50 North, Range 33 West, measure south along the west line of said Section 630.74 feet to a point; thence eastwardly along a straight line describing an angle of 90°-06'-30" to the left, 1830.22 feet to a point; [fol. 3608] thence southwardly along a straight line describing an angle of 94°-02' to the right, 77.69 feet to the point of beginning; thence eastwardly, at right angles, 120 feet; thence southwardly, at right angles, 276.75 feet, to a point

8.5 feet southerly from, measured at right angles to, center line of Lessor's southerly shipping track; thence eastwardly, at right angles, 116 feet; thence southwardly, at right angles, 75 feet; thence westwardly at right angles, 116 feet, to a point 8.5 feet northerly from, measured at right angles to, center-line of Lessor's northerly receiving track; thence southwardly at right angles, 67 feet, to a point 8.5 feet northerly from, measured at right angles to, center-line of Lessor's running track; thence westwardly, at right angles, parallel with said running track, 240 feet; thence northwardly, at right angles, 67 feet to a point 8.5 feet northerly from, measured at right angles to, center-line of Lessor's northerly receiving track; thence westwardly, at right angles, 52.25 feet; thence northwardly, at right angles, 207.25 feet; thence eastwardly, at right angles, 80 feet; thence northwardly, at right angles, 169.5 feet; thence eastwardly at right angles, 45 feet; thence southwardly, at right angles, 25 feet; thence eastwardly, at right angles, 47.25 feet, to the point of beginning; containing 2.69 acres, more or less; to be used for elevator site.

Parcel II. A strip of land 30 feet wide, the center-line of [fol. 3609] which is described as follows: Beginning at a point on the west line of Section 25, Township 50 North, Range 33 West, 1023.22 feet south of the northwest corner of the Southwest Quarter of said Section; thence northeastwardly along a straight line making a northeast angle of 75°-41′ with the west line of said section, 1330.6 feet; thence southeastwardly, along a straight line making an angle of 38°-28′, to the right, 386.68 feet, to a point on the

west line of Parcel I, said point being distant 15.99 feet southwardly from the most northerly point of the most westerly side of Parcel I; said strip, excepting Topping Avenue, containing 1.16 acres, more or less; to be used for driveway to elevator site.

3. "Elevator Plant" means the Lessor's hereinabove described Premises together with the grain elevator building, work house, storage bins, drier, boiler house, track shed, loading and unloading facilities, shipping shed, dust house, shop, office and welfare rooms, the miscellaneous buildings and structures, and all equipment, machinery, fixtures and

appliances therein and appurtenant thereto, and the driveway and the appurtenances thereto, as the same or any thereof on the effective date and during the term, of the herein expressed lease, shall exist on Premises.

4. In consideration of the covenants and agreements of [fol. 3610] the Lessee, in the aforesaid proposal and acceptance and in this agreement contained and to be kept and performed by the Lessee, the Lessor shall and it hereby agrees to proceed with the construction of the Elevator Plant, and with reasonable diligence and expedition, subject to delays due to strikes, labor difficulties, fires and unavoidable casualties beyond the Lessor's reasonable control, to complete the same, substantially in accordance with the plans, elevations, sections, specifications, types of machinery and equipment and the general and special features of design adopted or to be adopted by the Lessor's Chief Engineer and, in the opinion of said person, applicable to a modern grain elevator plant of, relatively, the type or pattern of the Lessor's St. Louis, Missouri, grain elevator now in the possession, under lease, of the Lessee.

5. In consideration of the covenants and agreements herein contained, to be kept and performed by the Lessee, and of the rental herein reserved, the Lessor does hereby let unto the Lessee and the Lessee does hereby lease, the Elevator Plant, for the term of ten years commencing on the date when the Lessee shall be notified in writing by the Lessor's Chief Engineer that the Elevator Plant is completed and ready for the possession and use of the Lessee.

6. The Lessor, at its sole cost and expense, shall maintain and operate the railroad tracks now, or on the effective date of this lease, existing on Premises and such additional tracks [fol. 3611] as in Lessor's opinion may be reasonably necessary from time to time for the purpose of providing suitable and proper railroad service for the operation of Elevator Plant; but it is understood and agreed that the said railroad tracks are not included as part of the demised premises under this agreement, and that Lessee hereby grants to Lessor right to occupy and use so much as may be necessary of the demised premises for and as suitable right-of-way for the location, operation and maintenance of the said tracks or any part thereof. Lessor may at any time unless unneces-

sarily detrimental to Lessee, lengthen, extend and connect with any of said tracks and use the same for other than the purpose of serving the Lessee.

Page 3

7. Lessee shall prevent anyone except Lessor, its agents, employes, contractors or sub-contractors, as well as refrain from, placing or keeping any obstruction soever closer vertically than twenty-five (25) feet to nearer rail or closer horizontally than eight and one-half (8½) feet to center-line of any track on Premises; provided: on Premises, any loading platform clearance may be seven (7) feet and any scale may be installed pursuant to formal agreement.

8. Lessee covenants and agrees to pay the Lessor in equal monthly installments, each in advance, and annual rental computed at,

(a) five per cent (5%) per annum on the value of Premises, [fol. 3612] said value being hereby agreed to be Thirteen Thousand Five Hundred Dollars ($13,500.00) as of the effective date of this lease;

(b) five per cent (5%) per annum on the cost to Lessor of Elevator Plant, exclusive of Premises, determined on the basis of the actual charges incurred by Lessor and entered in its Investment in Road and Equipment Accounts pursuant to the Rules and Classifications of the Interstate Commerce Commission, and

(c) beginning with the first day of the calendar month next following the completion of each particular job as a whole, an additional annual rental equal to five per cent (5%) of the cost to Lessor of any Additions and Betterments made to Elevator Plant and as defined in "Classification of Investments in Road and Equipment" prescribed by the Interstate Commerce Commission and in effect at the time such Additions and Betterments are made, the cost of any thereof to be determined on the basis expressed in the next preceding sub-paragraph (b).

9. Lessee covenants and agrees to pay the Lessor, as additional rental,

(d) the actual cost to Lessor from time to time of fire, tornado, and explosion insurance effected by Lessor on Elevator Plant in such sum or sums as Lessor may from time to

[fol. 3613] time consider reasonably necessary for the proper protection of the Lessor's interest in Elevator Plant,

(e) when and as due and payable, (1) all general taxes (not assessments) which may be levied or claimed by the State, City or other lawful authority on Elevator Plant during the term of this agreement, but exclusive of Lessor's railroad tracks, switches, and like equipment and, (2) all charges assessed or levied against Elevator Plant for water, lighting, street sprinkling, sweeping and oiling,

(f) the cost to the Lessor of all repairs, both exterior and interior, to or of Elevator Plant, including necessary painting, for keeping and maintaining Elevator Plant in first class condition and in conformity to the Lessor's requirements as determined from time to time, during the term of this agreement, by the Lessor's Chief Engineer.

All sums which the Lessor shall expend for any of the items or charges in foregoing sub-paragraphs (d), (e) and (f) expressed, shall be repaid by Lessee on the rent day next ensuing after the expenditure thereof, and shall be recoverable as if the same were rent in arrear.

10. The Lessee shall

(a) at its sole cost and expense, keep fully insured the [fol. 3614] contents of the buildings and structures comprised in Elevator Plant, including grain or other properties belonging to the Lessee or to others, against loss or damage by fire, tornado or explosion, it being hereby understood and agreed that the Lessor shall not be liable to the Lessee, or to any sub-lessee, or to any bailor or licensee of said Lessee, for any loss of or damage to property of whatsoever kind belonging to the Lessee or to any sub-lessee, bailor or licensee while the same may be in or upon the Elevator Plant, caused by fire, tornado, explosion or from any other cause whatsoever, and whether any such loss or damage shall be caused or contributed to by or through the negligence of the Lessor, or otherwise, and Lessee shall indemnify and save harmless the Lessor from and against any such loss or damage;

(b) not, unless the written consent of the Lessor be first obtained, (1) make any alterations in the Elevator Plant, (2) sub-let the whole or any part of the Elevator Plant, pro-

vided, however, the Lessee may, in the natural course of its business, permit its own customers to use portions of the Elevator Plant for temporary storage of such customer's grain, or (3) assign this agreement of lease, provided, however, that the Lessee may assign this lease at any time to a [fol. 3615] corporation which the Lessee or its stockholders may organize for the purpose of operating said Elevator Plant, and the capital stock of which corporation shall be held by the Lessee or the stockholders of the Lessee, but in case of such assignment, the Lessee herein shall remain liable for the payment of all rental and the performance of all covenants and provisions of this agreement of lease,

Page 5

(c) use and operate the Elevator Plant, at all times, as a public elevator, without discrimination,

(d) comply with and execute all reasonable rules and regulations of the Lessor and, as well, all charges, rules, orders and regulations of any Kansas City, Missouri, merchants or brokers exchange or board having jurisdiction and of each and every department or bureau of the City, State or National government applicable to Elevator Plant, or the business of the Lessee, and of any fire prevention board or bureau or other board or organization exercising similar functions,

(e) transfer for account of the Lessor the contents of any grain car which may be tendered the Lessee at any time for such purpose, or for the purpose of securing hopper weights, at the expense of the Lessor, but not [fol. 3616] exceeding one-half cent ($0.005) per bushel of grain so transferred.

11. In case the Elevator Plant shall be partially destroyed or damaged by fire, tornado or explosion during the term of this agreement, the Lessor shall cause such damage to be repaired as speedily as possible. If the damage be so extensive as to render the Elevator Plant untenantable, all payments of rent or in the nature of rent reserved in paragraphs 8 and 9 hereof shall be paid up to the date of such fire or damage, and shall cease until such time as the Elevator Plant shall be put in proper repair and again be tenantable, and thereafter the Lessee shall again pay all such rental and shall have no option to cancel this agreement, provided, however, that if the Elevator Plant is

not rendered wholly untenantable, but a substantial portion thereof is rendered untenantable, then there shall be an equitable abatement of all payments of rent or in the nature of rent until such damaged portions of said Elevator Plant are repaired, but no abatement of rent shall be made on account of such damage unless the extent and nature thereof shall prevent the Lessee from operating said Elevator Plant, or a substantial portion thereof for a period in excess of fifteen days.

In case the Elevator Plant be totally destroyed, this lease shall cease and determine on the date such destruction shall occur, provided, however, the Lessee shall pay and discharge all the rents, and perform and observe all the cove-[fol. 3617] nants in this agreement contained and on the part of the Lessee to be performed and observed, up to such date of termination.

12. The Lessee shall use the Elevator Plant throughout the term of this agreement in the operation of a grain elevator, and to that end shall exercise every reasonable endeavor to handle in and through the said Elevator Plant the maximum amount or quantity of grain of various classes, consistent

with the capacity of said Elevator Plant and sound business judgment in the ordinary course of the Lessee's business, it being understood between the parties hereto that one of the considerations for the making of this agreement is the undertaking of the Lessee to use all reasonable efforts in the ordinary course of its business to operate the said Elevator Plant as a grain elevator for the purpose of handling therein and there-through the largest quantity of grain which may reasonably be secured, consistent with sound business judgment and methods, for transportation over the railroad lines of the Lessor, and the Lessee agrees that insofar as it may so do, it will route all shipments of grain to and from said Elevator Plant over the railroad lines of the Lessor and of its preferred connections, with the view of giving the Lessor the longest possible road haul on such shipments; provided, however, that nothing herein contained shall prevent the Lessee from shipping grain over other railroad lines, or by other means of transportation, [fol. 3618] where the cost of such transportation over other lines or by such other means may be less than the cost of

such transportation over the railroad lines of the Lessor and of its preferred connections.

13. Lessee agrees that the Lessor and the Lessor's contractors, subcontractors, agents, employes or licensees shall have free access to the Elevator Plant for the purpose of constructing and completing, or causing to be constructed and completed, any Additions and Betterments required to or of the Elevator Plant, or for making or causing to be made any necessary repairs or renewals, provided such construction, repairs or rene als shall not in any way interfere with the operation of Elevator Plant by the Lessee; and Lessee further agrees that the officers or duly accredited representatives of the Lessor shall at all reasonable times be permitted to enter upon Elevator Plant and every part thereof for the purpose of making such examinations and inspections as the Lessor shall deem reasonable and proper.

14. Lessee also agrees:

(a) to save and keep harmless the Lessor from all claims growing out of any default of Lessee hereunder,

(b) subject to the provisions of sub-paragraph (a) paragraph 10 hereof, with reference to liability for damage to property; the Lessee assumes the risk of injury to or death of any person in Lessee's employ, or any person who may be upon or in the immediate vicinity of Elevator Plant at [fol. 3619] the instance, license or invitation of the Lessee or of the Lessee's employes, and, also, the risk of damage to the property of the Lessee, the Lessee's employes, or of such persons, unless such injury, death or damage to property, shall be due solely to the negligence of the Lessor; and Lessee agrees to indemnify, protect and save harmless the Lessor from and against all legal liabilities, claims or demands, suits or actions, growing out of any such injury, death or damage to property,

(c) to assume, and defend, indemnify and save harmless the Lessor from and against, any and all liability, judgments, outlays and expenses in connection with injury to or death of persons and damage, loss or destruction to or of property caused by or resulting from (1st) the occupancy, use or operation by Lessee of the Elevator Plant, or

(2nd) any act or omission of Lessee, Lessee's employes, agents, invitees or licensees, and

(d) to promptly remove any lien filed on any premises or improvements of Lessor on account of any work done, labor performed or materials furnished for or on account of Lessee and, failing so to do, Lessor may pay the amount of such lien or discharge the same by deposit, and the amount so paid or deposited shall be deemed additional rent hereunder and payable with interest from the date of such payment or deposit.

[fol. 3620] 15. In case the Lessee shall fail to perform any of the terms, covenants or conditions herein provided to be performed by it, and such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Lessee by the Lessor, then and in that event the Lessor shall have the right to terminate this agreement. Upon such termination, the Lessee shall immediately surrender possession of the Elevator Plant and every part thereof to the Lessor, subject to the condition, however, that Lessee (a) shall have reasonable additional time, but not exceeding thirty days, to remove from said Elevator Plant the grain it may have stored therein, and (b) pay to the Lessor and discharge all the rents, and perform and observe all the covenants hereinabove contained, and on the part of the Lessee to be kept and performed and observed, up to such date of removal of said grain.

16. If, and so long as, the Lessee pays the rental and additional rental reserved under this agreement of lease, and observes the covenants hereof, the Lessee shall quietly enjoy the Elevator Plant, subject, however, to the terms of this agreement of lease.

17. This agreement of lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, provided that the Lessee shall not assign any of its rights, title or interest in or to this agreement, except in accordance with the terms of this agreement.

In witness whereof, the parties have executed this agreement the day, month and year first above written.

Missouri Pacific Railroad Company, By (Signed) E. M. Durham, Jr., Senior Vice-President. Senior signed), As Lessor, first party herein.

Attest:

By (Signed) F. W. Irland, Assistant Secretary.

Continental Export Company, By (Signed) S. Moyer, President. As Lessee, second party herein.

Attest:

By (Signed) Frederick Moyer, Secretary. (Affix Seal.)

(Here follows 1 photolithograph, side folio 3622)

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3622 3698A

E. & W. ¼ SEC. 25, T 50 N., R 33 W

NW Cor. of SW¼ Sec 25. T 50 N. R 33 W

AVE. 630.76'

1830.22'

PARCEL II (1.16 AC.±)

TOPPING

392.45'

ROADWAY 1350.60'

Pt. of SW¼ Sec. 25, T50N, R33W.

W Line of Sec 25, T50N, R33W.

E. Line of SW¼, Sec. 25, T50N, R33W.

SHIPPING TRACKS

126 STORAGE BINS

PARCEL I (2.69 AC.±)

SUB-STATION

WORK HOUSE

RECEIVING RUNNING STORAGE

240'

TRACKS

CENTER RECEIVING INT

EAST RECEIVING INT

EXHIBIT "A"
MISSOURI PACIFIC R R CO.
PROPOSED LEASE TO
CONTINENTAL EXPORT CO.
KANSAS CITY, MO.
Office of Chf. Engr. Scale 1"=200'
St. Louis, Mo. Sept 24, 1931

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[fol. 3623] STATE OF MISSOURI,
City of St. Louis, ss:

A. T. Cole, of lawful age, being first duly sworn, upon his oath deposes and says as follows:

I am an Assistant Secretary of Missouri Pacific Railroad Company, and as such officer have custody of the corporate records of said Company, that the attached and foregoing copy of agreement dated August 1, 1931, between Missouri Pacific Railroad Company and Continental Grain Company, for lease of Elevator at Kansas City, Missouri, is a true, correct and complete copy.

In Witness Whereof, I have hereto set my hand and caused to be affixed the corporate seal of said Missouri Pacific Railroad Company at St. Louis, Missouri, this Twenty-ninth day of April, 1940.

(Signed) A. T. Cole, Assistant Secretary Missouri Pacific Railroad Company.

Subscribed and sworn to before me a Notary Public within and for the City of St. Louis, State of Missouri, this Twenty-ninth day of April, 1940. (Seal.)

(Signed) W. Jenkins, Notary Public, City of St. Louis, Missouri. My Commission expires February 27, 1943. (Seal.)

Lease No. A 14788

Page 1

[fol. 3624] U. P. EXHIBIT No. 329

Bernice Jackson

May 8, 1940

5141 11-39 1500

(Copy)

Missouri Pacific Railroad Company

Contract No. A 14788 Superseded by La. 10907

Assistant Secretary's Office

With Eagle Elevator Company, Vanderslice-Lynds Co. For Purchase of lands, buildings, etc. and construction and

lease of new Elevator at Kansas City, Mo. Dated July 13, 1929—Supp. May 20, 1930, Assigned Dec. 1, 1930. Expires 30 days notice or Sept. 30, 1935.

Superseded by Lease A-10907

MPRd Form 5397 4-26-2M.

Assignment

Know All Men by These Presents, That Eagle Elevator Company a corporation (show whether an individual, co-partners or corporation and state where incorporated), herein called Assignor, to be addressed at Kansas City, Mo., does, effective with December 1, 1930, sell, assign, transfer and set over unto Vanderslice-Lynds Company, all its right, title and interest in, to and under that certain written [fol. 3625] agreement dated July 13, 1929, between Missouri Pacific Railroad Company and Eagle Elevator Company relating to, among other certain things, the letting by said Railroad Company, and leasing by Assignor, of an elevator plant on lands of the Missouri Pacific Railroad Company in Kansas City, Missouri.

Executed in triplicate at Kansas City, Mo., December 1, 1930 , , 19 .

Eagle Elevator Company. By (Signed) O. A. Severance, President.

(Assignor.)

Attest: By (Signed) Fred B. Mutshen, (Affix seal) Secretary.

Vanderslice-Lynds Company (show whether an individual, co-partners or corporation and state where incorporated), herein called Assignee, to be addressed at Kansas City, Mo., hereby accepts the assignment of the above mentioned instrument and agrees to keep and perform all of the conditions and covenants in said instrument required to be kept and performed by the above named Assignor.

Vanderslice-Lynds Company. By (Signed) O. A. [fol. 3626] Severance, President.

(Assignee.)

Attest:

By (Signed) L. J. Byrne (Affix seal) Secretary.

Missouri Pacific Railroad Company hereby consents to the foregoing assignment of the instrument therein mentioned to the above named Assignee.

Missouri Pacific Railroad Company. By (Signed) J. Cannon, Vice President & General Manager.

Witnesses: (Signed Walt W. Haverfield. (Signed) Thos. E. Fox.

Instructions:

This form is for use where some party is to be substituted for a party to an existing agreement.

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(May 20) in pencil.)

This Agreement, executed in duplicate, May 20, 1930, by and between Missouri Pacific Railroad Company, a corporation, hereinafter called Carrier, first party, and Eagle Elevator Company, a corporation, to be addressed at Kansas City, Jackson County, Missouri, hereinafter called Lessee, amending and modifying that certain written agreement dated July 13th, 1929, herein called Basic Contract, between Carrier and Lessee, respecting among certain things the construction, completion and letting by Carrier, [fol. 3627] and the leasing and operation by Lessee of a certain parcel of ground and Elevator Plant at Kansas City, Jackson County, Missouri, Witnesseth:

The parties hereto agree, to correct a mutual mistake, that, as of the effective date of Basic Contract:

1. Paragraph 6 of Basic Contract shall be deemed eliminated therefrom and the following Paragraph 6 shall be deemed substituted therefor, viz:

"6. If and when the Lessee shall have kept and performed the covenants and conditions on its part to be kept and performed as in Paragraphs 1 and 2 hereof provided, Carrier, within a reasonable time, subject to delays due to strikes, labor difficulties, fire, unavoidable casualties or any causes beyond Carrier's reasonable control shall construct or cause to be constructed at an agreed place on Carrier's lands at Kansas City, Jackson County, Missouri, approximately where shown enclosed in yellow color on Exhibit A, attached hereto as part hereof, and substantially in ac-

cordance with Carrier's general plans and specifications therefor, having the written approval of Lessee, an Elevator Plant having a storage capacity of approximately 279,688 bushels. The contracts for labor, materials, instrumentalities and supplies required in connection with the construction and completion of the Elevator Plant, shall be offered to competitive bidding and shall be let to contractors approved by each of the parties hereto. The design of El-
[fol. 3628] evator Plant shall be such as to enable Elevator Plant to be enlarged to a storage capacity of 1,000,000 bushels".

2. Paragraph 7 of Basic Contract shall be deemed eliminated therefrom and the following Paragraph 7 shall be deemed substituted therefor, viz:

"7. 'Elevator Plant' means a grain elevator building or working house, storage bins, drier building, track sheds, receiving pits, loading and unloading facilities, and all the equipment, machinery, fixtures, appliances and appurtenances, as the same and as each thereof shall, on the effective date of the herein expressed lease of Elevator Plant, and during the term of said lease, exist on Carrier's said lands".

3. Paragraph 9 of Basic Contract shall be deemed eliminated therefrom and the following Paragraph 9 shall be deemed substituted therefor, viz:

"9. Lessee covenants and agrees to pay Carrier, in equal monthly installments in advance, an annual rental computed at

(a) five per centum (5%) per annum on the value of Elevator Plant site, viz: Two Thousand Dollars ($2,000.00) as of effective date of this lease;

(b) five per centum (5%) per annum on One Hundred Fifty Thousand Dollars ($150,000.00);

(c) five per centum (5%) per annum on the cost to Car-
[fol. 3629] rier (determined on the basis of the actual charges incurred by Carrier and entered in its Investment in Road and Equipment accounts pursuant to the Rules and Classifications of the Interstate Commerce Commission) of a car puller, a cleaner or clipper and of any other equipment, machinery, fixtures, appliances and appurten-

ances, which or any of which are not contained in the aforesaid approved general plan and specification, but, with the approval of Carrier, are added to Elevator Plant and comprised therein on the effective date of the herein expressed lease;

(d) five per centum (5%) per annum on the cost to Carrier determined on the basis expressed in said sub-paragraph (c), of any Additions and Betterments made to Elevator Plant during the term of this lease which are not for the purpose of increasing Elevator Plant grain storage capacity;

(e) five per centum (5%) per annum on the cost to Carrier determined on the basis expressed in said sub-paragraph (c), of any Additions and Betterments made to Elevator Plant during the term of this lease, which are for the purpose of increasing Elevator Plant grain storage capacity beyond 279,688 bushels, plus five per centum (5%) per annum of the same proportional part of the excess over One Hundred Fifty Thousand Dollars ($150,000.00) of the cost [fol. 3630] to Carrier, determined as aforesaid, of Elevator Plant of said 279,688 bushels capacity, which the increase in storage capacity is of 720,312 bushels.

2-1-30

4. This agreement is supplemental to Basic Contract and shall run concurrently therewith. Nothing in this Supplemental Agreement contained shall be construed as altering, amending or modifying Basic Contract, except as herein specifically provided.

In Witness Whereof, the parties hereto have executed this agreement the day and year first above written.

Missouri Pacific Railroad Company. By (Signed) J. Cannon, Vice President & General Manager As Carrier, first party herein.

Attest: By (Signed) F. W. Irland.

Eagle Elevator Company. (Signed) O. A. Severance, By (Signed) President. As Lessee, second party herein.

Attest: By (Signed) Fred B. Mutshen, Secretary.

Page 1 6-21-29

(July 13th in pencil.)

This Agreement, executed in duplicate July 13th, 1929, by and between Missouri Pacific Railroad Company, a cor-

poration, hereinafter called Carrier, first party, and Eagle Elevator Company, a corporation, to be addressed at Kansas City, Jackson County, Missouri, hereinafter called Lessee, second party,

Witnesseth:

[fol. 3631] Whereas, the Carrier, for the expansion of its railroad properties and facilities, desires to purchase the Lessee's hereinafter described lands located adjacent to Carrier's land and improvements in Kansas City, Jackson County, Missouri: and,

Whereas, Lessee's said lands contain Lessee's certain buildings, facilities and improvements which are used by Lessee in the operation of a grain elevator; and,

Whereas, Lessee is willing to sell its said lands, buildings, facilities and improvements and to convey a marketable title thereto to Carrier, and Carrier is willing to purchase the same, each upon the terms and conditions hereinafter set forth.

Now, therefore, for and in consideration of the terms, covenants and conditions stipulated to be performed by the parties hereto, as hereinafter mentioned, it is agreed by and between the parties hereto as follows, to-wit:

1. Lessee shall, without delay, deliver to Carrier a Certificate of Title by a competent title examiner, showing in Lessee title, perfect of record and in fact, to the following described lots, tracts and parcels of land of the Lessee, in Kansas City, Jackson County, Missouri, viz:

All of Lot 82 of the Subdivision of the lands of Joseph Guinotte, commonly called Hurck's Subdivision of the Guinotte Farm, also all of that part of Lot 81 in said Subdivision which part of Lot 81 is more particularly described as follows: Beginning 354.42 feet East of the West line and [fol. 3632] 150 feet South of the North line of the Southeast ¼ of the Southeast ¼ of Section 27, Township 50, Range 33; thence East 135.25 feet to the East line of said Lot 81; thence South along the East line of said Lot 81, 48.5 feet to the northerly line of the Missouri Pacific Railroad Company right-of-way; thence Southwesterly along said right-of-way 139.95 feet; thence North to beginning.

2. Carrier shall promptly advise Lessee its approval of, or its exceptions, if any be found, to, the title to said prop

erty, and Lessee shall, without delay, perfect the title against any exceptions found by Carrier, unless Carrier, in writing, waive the same. Promptly following Carrier's approval of said title, Lessee and Carrier shall make a joint inventory of all of Lessee's elevator plant machinery, equipment, fixtures and appurtenances, hereinafter called "Equipment," contained in, on or about Lessee's said elevator plant. The Carrier's and Lessee's representatives designated for the purpose shall make and sign said inventory in duplicate originals, one for Carrier and the other for Lessee.

(Stamped) 14788

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3. The title shall be by Lessee appropriately brought down to the hereinafter specified date for the consummation of the sale, and pending such consummation Lessee shall and it hereby agrees that it will refrain from and prevent the said property, the Lessee's Improvements on said prop-[fol. 3633]erty and/or the Equipment being made subject to, or security for, any liens, encumberances, debts or claims of any character whatsoever.

4. Contemporaneous with the completion of the hereinafter described "Elevator Plant," Lessee shall and it hereby agrees that it will sell and convey to Carrier Lessee's said property with the improvements and the said Equipment, in their then condition. Conveyance of said property and the improvements shall be made by General Warranty Deed free from liens and encumbrances under support of said Certificate of Title brought down to date of consummation of the sale, and subject only to any restrictions, reservations and conditions expressly waived in writing, by Carrier, when passing upon the Certificate of Title required to be furnished by Lessee pursuant to paragraph 1 hereof. Unless Equipment be included in said General Warranty Deed, Lessee shall and it hereby agrees that it will, by Bill of Sale, with covenant of warranty, sell, convey and deliver Equipment to Carrier, contemporaneous with the delivery of said general Warranty Deed; and Carrier, on approval of said Deed and said Bill of Sale, if the Bill of Sale be made as above provided, shall pay and Lessee shall accept, as and for the agreed purchase price for all of said property, improvements and Equipment, the sum of Fifty-seven Thousand Five Hundred Dollars ($57,500.00).

5. Between the date hereof and the consummation of said sale, Lessee shall and it hereby agrees that it will (a) [fol. 3634] keep in good condition and repair the said property, improvements and Equipment, and suffer no waste in respect thereof, or of any thereof, except that the risk of loss by fire, tornado, lightning, explosion, or by act of God, shall be borne by the Carrier, and (b) keep in effect, and, if Carrier so elect, deposit with Carrier, policies of fire, tornado, lightning and explosion insurance on said improvements and Equipment. All moneys collected or to be collected from insurance for loss or damage to said improvements and Equipment shall inure to and be promptly paid to Carrier.

6. If and when the Lessee shall have kept and performed the covenants and conditions on its part to be kept and performed as in paragraphs 1 and 2 hereof provided, Carrier, within a reasonable time, subject to delays due to strikes, labor difficulties, fire, unavoidable casualties or any causes beyond Carrier's reasonable control shall construct or cause to be constructed at an agreed place on Carrier's lands at Kansas City, Jackson County, Missouri, approximately where shown enclosed in yellow color on Exhibit A, attached hereto as part hereof, and substantially in accordance with Carrier's general plans and specifications therefor, having the written approval of Lessee, an Elevator Plant having a storage capacity of approximately 250,000 bushels. The contracts for labor, materials, instrumentalities and supplies required in connection with the construction and completion of the Elevator Plant, shall be offered to competitive bidding and shall be let to constructors approved by each of the [fol. 3635] parties hereto. In the event the approved bids are such that the cost of Elevator Plant in place determined on the basis expressed in (b) of paragraph 9 of this agreement, will be less than $150,000.00, the Carrier shall employ said contractors under support of agreed general plans and specifications and bids approved by each of the parties hereto supplemental to the original plans and specifications and the aforesaid approved bids, to furnish such additional materials, instrumentalities and supplies and to perform such additional labor, as shall be necessary to effect such reasonable increase of storage capacity.

in excess of 250,000 bushels as it shall be possible to provide at a total cost for Elevator Plant, complete, of approximate

ly $150,000.00, determined on the basis expressed in (b) of paragraph 9 of this agreement; and in any event the design of Elevator Plant shall be such as to enable Elevator Plant to be enlarged to a storage capacity of 1,000,000 bushels.

It is further understood and agreed that the cost to Carrier of Elevator Plant, determined pursuant to the basis expressed in (b) of paragraph 9 of this agreement shall, subject to the provisions of (c) of said paragraph 9, be controlling for the purpose of determining interest rental under the agreement of lease hereinafter expressed, whether such cost is found to be greater or less than $150,000.00.

[fol. 3636] 7. "Elevator Plant" means a grain elevator building or working house, storage bins, a small drier in one of the storage bins, a track shed, loading and unloading facilities, and all the equipment, machinery, fixtures, appliances and appurtenances, as the same and as each thereof shall, on the effective date of the herein expressed lease of Elevator Plant, and during the term of said lease, exist on Carrier's said lands.

8. It is agreed by and between the parties hereto that for and in consideration of the rentals hereinafter reserved, and of the terms covenants and conditions stipulated to be performed by the parties hereto, the Carrier does hereby lease unto the Lessee, and the Lessee does hereby hire and take from the Carrier, the Elevator Plant, and the site thereof, to have and to hold for the term hereinafter in paragraph 22 hereof provided. Elevator Plant and the site thereof are collectively sometimes hereinafter called "Premises."

9. Lessee covenants and agrees to pay Carrier, in equal monthly installments in advance, an annual rental computed at

(a) five per centum (5%) per annum on the value of Elevator Plant site, viz: Two Thousand Dollars ($2000.00) as of effective date of this lease;

(b) five per centum (5%) per annum of the cost to Carrier of Elevator Plant, determined on the basis of the actual charges incurred by Carrier and entered in its Investment in Road and Equipment Accounts pursuant to the rules and [fol. 3637] classifications of the Interstate Commerce Commission;

(c) five per centum (5%) per annum of the cost to Carrier during the term of this lease of any Additions and Better-

ments to Elevator Plant, determined on the basis expressed in preceding sub-paragraph (b).

10. Lessee covenants and agrees to pay Carrier, as additional rental

(d) the actual cost to Carrier from time to time of fire, lightning, tornado and explosition insurance effected by Carrier on Elevator Plant for such sum or sums as Carrier may from time to time consider reasonably necessary for the proper protection of Carrier's interest in Elevator Plant, and

(e) all general taxes which may, during the term of this lease, be levied or assessed against Premises, and, also, all charges assessed or levied against Premises for water, lighting, street sweeping, sprinkling and oiling.

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11. Lessee, at its sole cost and expense, shall keep fully insured the contents of the buildings and structures comprised in Elevator Plant, including grain or other properties belonging to the Lessee or to others, against loss or damage by fire, lightning, tornado or explosion, it being hereby understood and agreed that the Carrier shall not be liable to the Lessee, or to any sub-lessee, or to any bailor or licensee [fol. 3638] of said Lessee, for any loss of or damage to property of whatsoever kind belonging to the Lessee or to any sub-lessee, bailor or licensee while the same may be in or upon the Elevator Plant, caused by fire, lightning, tornado, explosion or from any other cause whatsoever, and whether any such loss or damage shall be caused by or contributed to through or by the negligence of the Carrier or otherwise; and Lessee shall indemnify and save harmless the Carrier from and against any such loss or damage.

12. Lessee shall, at its sole cost and expense, keep, renew and maintain the Elevator Plant and all parts thereof in good repair and condition, and in conformity to Carrier's requirements as determined from time to time during the term of this lease by Carrier's Chief Engineer. Carrier may, as agent, and on sole responsibility of Lessee, on failure by Lessee for ten days following Carrier's written request therefor, make any repairs or renewals in or to Elevator Plant, and Lessee shall pay to Carrier, promptly upon rendition of bills the cost thereof determined as fol-

lows: to cost of all items of labor (including foremen) and to cost f.o.b. Carrier's rails of materials and supplies, ten per centum (10%) shall be added for supervision, use of tools, store handling and accounting; and for transportation of materials and supplies over Carrier's railroad to Elevator Plant, freight, at published tariff rates.

13. The Lessee shall

[fol. 3639] (a) use and operate the Elevator Plant, at all times, as a public elevator, without discrimination;

(b) comply with and execute all reasonable rules and regulations of the Carrier and, as well, all charges, rules, orders and regulations of any Merchants Board or Exchange and of each and every department or bureau of the City, State or National government, appliable to Elevator Plant, or the business of the Lessee, and of any Fire Inspection or Prevention Bureau, or any other board or organization exercising similar functions;

(c) transfer for account of the Carrier the contents of any grain car which may be tendered the Lessee at any time for such purpose, or for the purpose of securing hopper weights, at the expense of the Carrier, but not exceeding one-half cent ($.005) per bushel of grain so transferred.

14. In case the Elevator Plant shall be partially destroyed by fire, lightning, tornado or explosion during the term of this agreement, the Carrier shall utilize the monies collected by it under its insurance contracts to the restoration and repair of such damage, and there shall be an abatement of rent during such period as the operation of the Elevator Plant is prevented by such damage and if the operation of the Elevator Plant is not prevented by such damage, but a [fol. 3640] substantial portion thereof is rendered unserviceable to the Lessee, then there shall be an equitable abatement of rent until such damaged

portions of said Elevator Plant are repaired; but no abatement of rent shall be made on account of such damage unless the extent and nature thereof shall prevent the Lessee from operating said Elevator Plant, or a substantial portion thereof, for a period in excess of thirty days.

In case Elevator Plant be totally destroyed, this lease shall cease and determine on the date such destruction shall

occur, provided, however, the Lessee shall pay and discharge all the rents and perform and observe all the covenants in this agreement contained, and on the part of the Lessee to be performed and observed, up to such date of termination.

15. The Lessee shall use the Elevator Plant throughout term of this agreement in the operation of a grain elevator and to that end shall exercise every reasonable endeavor to handle in and through the said Elevator Plant the maximum amount or quantity of grain, of various classes, consistent with the capacity of said Elevator Plant, it being understood between the parties hereto that one of the considerations for the making of this agreement is the undertaking of the Lessee to use all reasonable efforts to operate the said Elevator Plant as a grain elevator for the purpose of handling therein and therethrough the largest quantity of grains that may reasonably be procured for transportation over the railroad lines of the Carrier.

[fol. 3641] The Lessee agrees during the term of this lease to route all shipments of grain to and from said Elevator Plant, the routing whereof may be controlled by the Lessee, over Carrier's lines of railroad and its preferred connections, whenever the rates charged for transporting any such shipments do not exceed the rates applicable over any other route or routes.

16. The Carrier will, at its sole cost and expense, maintain and operate the railroad tracks now existing on Premises and such additional tracks as in Carrier's opinion may be reasonably required from time to time for the purpose of providing suitable and proper railroad service for the operation of Elevator Plant; but it is understood that said railroad tracks are not to be included as part of the demised Premises under the terms of this agreement, and Lessee hereby grants to Carrier right to occupy and use so much as may be necessary of Premises for and as suitable right-of-way for the operation and maintenance of said tracks. Lessee hereby agrees to execute Carrier's standard "Industrial Track Agreement" respecting the switching of cars to or from Elevator Plant.

17. Lessee shall prevent anyone except Carrier, its agents, employes, contractors or sub-contractors, as well as refrain from, placing or keeping any obstruction soever closer ver-

tically than twenty-five feet to nearer rail, or closer horizontally than eight and one-half feet to center-line, of any tracks on Premises; provided: on Premises any loading [fol. 3642] platform clearance may be seven feet and any scale may be installed pursuant to formal agreement. Carrier may at any time, unless unnecessarily detrimental to Lessee, lengthen, extend or connect with and use any of the tracks on Premises.

18. The Lessee agrees that the officers or duly accredited representative of the Carrier shall at all reasonable times be permitted to enter upon Premises and every part thereof for the purpose of such examinations and inspections as the Carrier shall deem reasonable and proper.

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19. The Lessee shall not, unless the written consent of Carrier be first obtained, (1) make any *la*terations in the Elevator Plant, (2) sublet the whole or any part of the Elevator Plant, provided, however, the Lessee may, in the natural course of its business, permits its own customers to use portions of the Elevator Plant for temporary storage of such customer's grain, or (3) assign this agreement of lease, provided, however, that the Lessee may assign this lease at any time to a corporation organized for the purpose of operating a grain elevator, the capital stock of which corporation shall be held by the Lessee or the stockholders of the Lessee; but in case of such assignment the Lessee herein shall remain liable for the payment of all rental and the performance of all covenants and provisions of this lease.

20. Lessee also agrees:

[fol. 3643] (a) to save and keep harmless the Carrier from all claims growing out of any default of Lessee hereunder;

(b) subject to the provisions of paragraph 11 with reference to liability for damage to property: to assume the risk of injury to or death of any person who may be upon or in the immediate vicinity of Elevator Plant at the instance, license or invitation of the Lessee or of the Lessee's employes, and, also, the risk of damage to the property of the Lessee, or of such persons, unless such injury, death, or

damage to property, shall be due solely to the negligence of the Carrier; and Lessee agrees to indemnify, protect and save harmless the Carrier from and against all legal liabilities, claims or demands, suits or actions, growing out of any such injury, death or damage to property; however, with respect to any accident, fatal or non-fatal, to any employe of Lessee, or to his or her property, while on or about Premises, whether such accident be caused by the negligence of the Carrier or otherwise, the Lessee shall indemnify and save harmless the Carrier:

(c) to assume, and defend, indemnify and save harmless the Carrier from and against, any and all liability, judgments, outlays and expenses in connection with injury to [fol. 3644] or death of persons and damage, loss or destruction to or of property, caused by or resulting from (1st) the occupancy, use or operation by Lessee of the Premises or (2nd) any act or omission of Lessee, Lessee's employes, agents, invitees or licensees, and

(d) to promptly remove any lien filed on any premises or improvements of Carrier on account of any work done, labor performed or materials furnished for or on account of Lessee and, failing to do so, Carrier may pay the amount of such lien or discharge the same by deposit, and the amount so paid or deposited shall be deemed additional rent hereunder and payable with interest from the date of such payment or deposit.

21. In case the Lessee shall fail to perform any of the terms, covenants or conditions herein provided to be performed by it, and such

default shall continue for a period of thirty days after written notice thereof shall have been given to the Lessee by the Carrier, then and in that event the Carrier shall have the right to terminate this lease. Upon such termination, the Lessee shall immediately surrender possession of the Premises and every part thereof to the Carrier, subject to the condition, however, that Lessee (a) shall have rea- [fol. 3645] sonable additional time, but not exceeding thirty days, to remove from said Elevator Plant the grain it may have stored therein, and (b) pay to the Carrier and discharge all the rents, and perform and observe all the covenants, hereinabove contained, and on the part of the Lessee

to be kept and performed and observed, up to such date of removal of said grain. If, and so long as, the Lessee pays the rental and additional rental reserved under this agreement of lease, and observes the covenants hereof, the Lessee shall quietly enjoy the Premises, subject, however, to the terms of this agreement of lease.

22. This agreement of lease shall be effective and rental shall commence on and from the date when the Lessee shall be notified in writing that Elevator Plant is, in the opinion of Carrier's Chief Engineer, completed and ready for the possession and use of Lessee, and unless sooner concluded as in paragraph 21 hereof provided, this agreement of lease shall continue for and during a period of five years from said effective date.

23. This agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided that the Lessee shall not assign any of its right, title or interest in or to this agreement, except in accordance with the terms of this agreement.

In Witness Whereof, the parties hereto have executed this agreement the day and year first above written.

Attest:

[fol. 3646] Missouri Pacific Railroad Company, By: (Signed) J. Cannon, Vice-President, As Carrier, first party herein.

By: (Signed) F. W. Irland, Assistant Secretary.

Attest:

Eagle Elevator Company, By (Signed) H. Vanderslice, President, As Lessee, second party herein.

By: (Signed) O. A. Severance, Secretary [Affix Seal]

STATE OF MISSOURI,
City of St. Louis, ss:

On this 1st (in pencil) day of August (in pencil), 1929, before me appeared J. Cannon (in pencil), to me personally known, who, being by me duly sworn, did say that he is the — Vice President of the Missouri Pacific Railroad Company, a corporation, and that the seal affixed to the foregoing instrument of writing is the corporate seal of said

corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. Cannon (in pencil) acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my

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official seal at my office in St. Louis, Missouri, this 1st (in pencil) day of August (in pencil), 1929.

My commission will expire February 28th (in pencil), 1931 (figure 31 in pencil).

(Signed) W. Jenkins, Notary Public.

[fol. 3647] STATE OF MISSOURI,
County of Jackson (in pencil) Jackson), ss:

On this (in pencil) 13th day of (in pencil) July, 1929, before me appeared (in pencil) H. Vanderslice, to me personally known, who, being by me duly sworn, did say that he is the — President of the Eagle Elevator Company, a corporation, and that the seal affixed to the foregoing instrument of writing is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said (in pencil) H. Vanderslice acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office, at (in pencil) Kansas City, in said County, this (in pencil) 13th day of (in pencil) July, 1929.

My commission will expire (in pencil) July 6, 1931 (Figure 31) in pencil).

(Signed) Elizabeth Hale Thaxter, Notary Public.

(Here Follows 1 Phtolithograph, Side Folio 3648)

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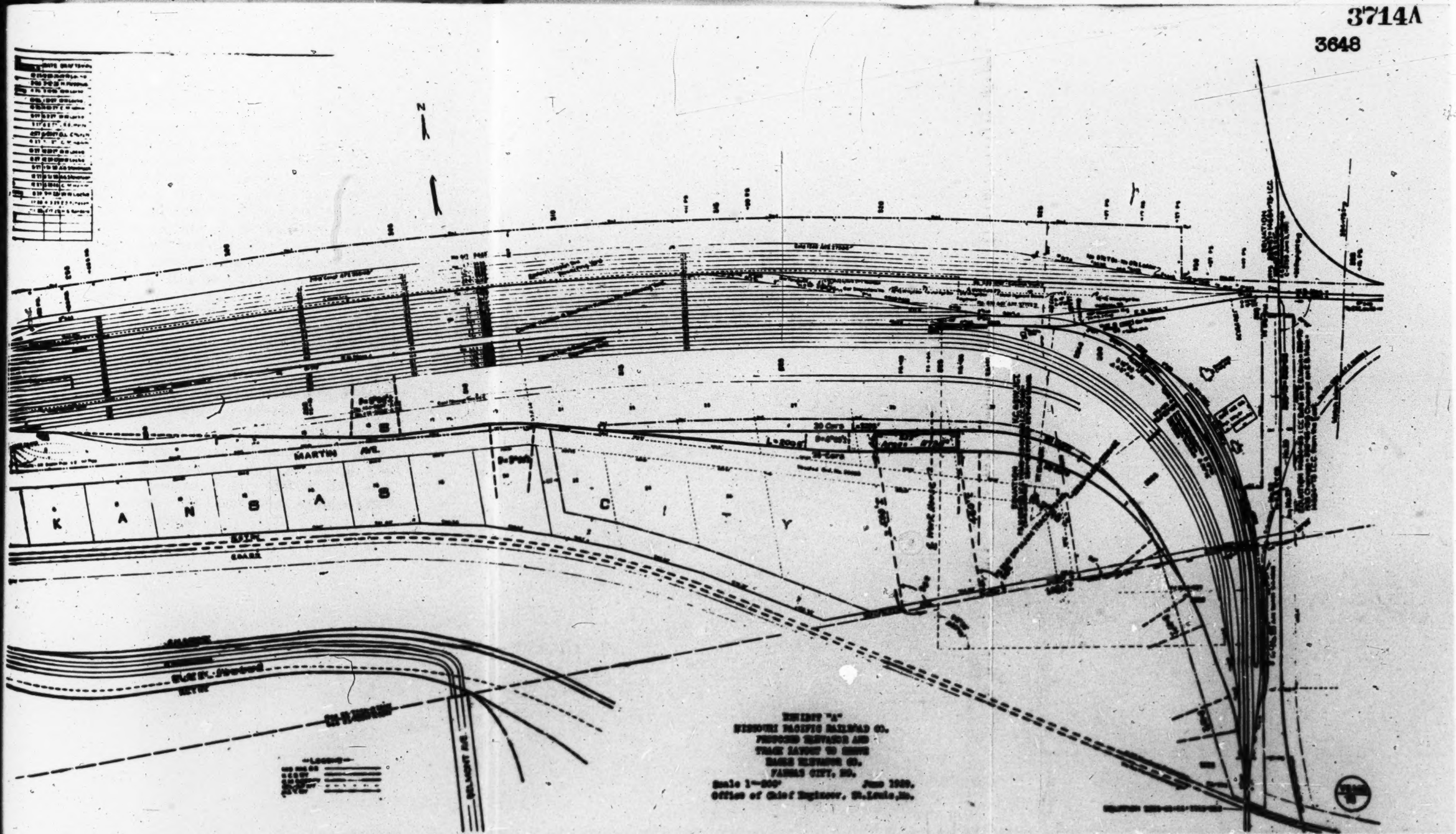

EXHIBIT "A"
MISSOURI PACIFIC RAILROAD CO.
PROPOSED RELOCATION AND
TRACK LAYOUT TO SERVE
DAGGS ELEVATOR CO.
FARRAR CITY, MO.
Scale 1"=200' June 1929.
Office of Chief Engineer, St.Louis,Mo.

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[fol. 3649] STATE OF MISSOURI,
City of St. Louis, ss:

A. T. Cole, of lawful age, being first duly sworn, upon his oath deposes and says as follows:

I am an Assistant Secretary of Missouri Pacific Railroad Company, and as such officer have custody of the corporate records of said Company, that the attached and foregoing copy of agreement dated July 13, 1929, between Missouri Pacific Railroad Company and Eagle Elevator Company, assigned December 1, 1930 to Vanderslice-Lynds Company, for purchase of lands, buildings, etc. and construction and lease of new elevator at Kansas City, Missouri, is a true correct and complete copy.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the corporate seal of said Missouri Pacific Railroad Company, at St. Louis, Missouri, this Twenty-ninth day of April, 1940.

(Signed) A. T. Cole, Assistant Secretary, Missouri Pacific Railroad Company. (Seal.)

Subscribed and sworn to before me a Notary Public within and for the City of St. Louis, State of Missouri, this Twenty-ninth day of April, 1940. (Signed) W. Jenkins, Notary Public, City of St. Louis, Missouri. My Commission expires February 27, 1943. (Seal.)

REVISED AS TO				DATE	DRAFTSMAN
Continental Elevation Building, Yard Tracks, Driveways, Fire Lines, etc.	28888			2-6-36	E.E. Hamburg
Changes in vicinity of Valley Plate Gr. No. 513 (Revised - Plate No. 2 Revised 6-8-36) Gr. No. 2501 Rev.	334195	1" = 50'	8.16	7-29-36	A.G. Stevenson
Plate No. 1256 (Revised) Gr. No. 2501 Rev.	352134	1" = 50'	8.16	9-1-36	A.G. Stevenson
Over Head Wire Fittings	Survey	C.P. Ehrlich	12-31	9-3-36	A.V. Drinnon
Plus Correction - M.L.	"	C. P. Ehrlich	12-31	9-3-36	A.V. Drinnon
Const. Chemical House	354428	1" = 50'	8.16	9-24-36	A.G. Stevenson
Tracks, Plate 8546-836 (Yard)	331157	1" = 50'	11-12	9-10-36	A.G. Stevenson
Addition to Shelter in Plate No. 2	346868	1" = 50'	9-24	10-19-36	A.G. Stevenson
Const. Water Mn.	371007	1" = 50'	11-17	11-19-36	A.G. Stevenson

"CONTINENTAL ELEVATION"

1196.5'

2 Power Lines

S.W. Bell Phone Line

ST. PETER'S SCHOOL

EASTERN AND WESTERN R.R.

CENTRAL KANSAS AND

MARTIN AVE.

KANSAS CITY

Compiled from V-8 Mo T-1 dated March 1, 1925; Map 52,740;
Surveys of Salisbury and Monge, File 7-6951; 1537-B Report on
Eagle Elevator, AFE 292797. ans-9-30-31

3650

EQUATION 332+67=1460N4+75 I.C.C.

KING - W. B. MAIN 332+67.

24" Conc. Pipe 114'

EQUATION 535+75, W.B. MAIN =
1460N+85 I.C.C. ON E.B. MAIN -
535+85 I.C.C. CMAIN ON E.B. MAIN
1460N+75 I.C.C. FROM THE EAST.

CENTRAL KANSAS AND SOUTHERN KANSAS DIVISION RECEIVING YARD

CENTRAL KANSAS AND SOUTHERN KANSAS DIVISION DEPARTURE YARD

K.C.S. & S.W. JCT.

EAGLE ELEVATOR

EQUATION

MARTIN AVE.

ROCHESTER AVE.

U. P. EXHIBIT NO. 331

3651 3717

B. V. Form No. 555-B

Owner M.P. R.R. Co.

Operating company " " "

Valuation section Unallocated

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
OF
(Name of reporting carrier)

Statement showing property changes from 1-1 1938 to 12-31 1938

Sheet No. 1 of 1 sheets for this valuation section.

M.P. Cl. 3>>1 Bernice Jackson MAY 8 1939

Character of property and description	Date	Units	Property added: Number of units	Cost	Condition per cent	Per unit			Property retired: Number of units	Cost	Cost of reproduction: New	Less depreciation
Account No. 58 Title Other Locomotives (I. C. C. Classification)												
58&60-Locs												
Unit unclassified in Acct. 705		Each	Cr 1	Cr 9,979 74								

Columns a, b, c, d and 11 should be left blank by the reporting carrier. Show on the face sheet of each valuation section, a summary of the amount entered in the report, a statement showing the changes in entries, and a brief statement as to the accuracy of the report.

I. C. C. Form No. 103. Schedule B. Revised

Owner M.P. R.R. Co.

Operating company

Correct

Title Senior Assistant Engineer

Date prepared Sept. 8-1936

Printed in Stock by Gen. P. Carter Printing Co., St. Louis, Mo.

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

BY

MISSOURI PACIFIC RAILROAD COMPANY

(Name of reporting carrier)

Equipment changes for the period from 1-1, 19 36 to 12-31, 19 36

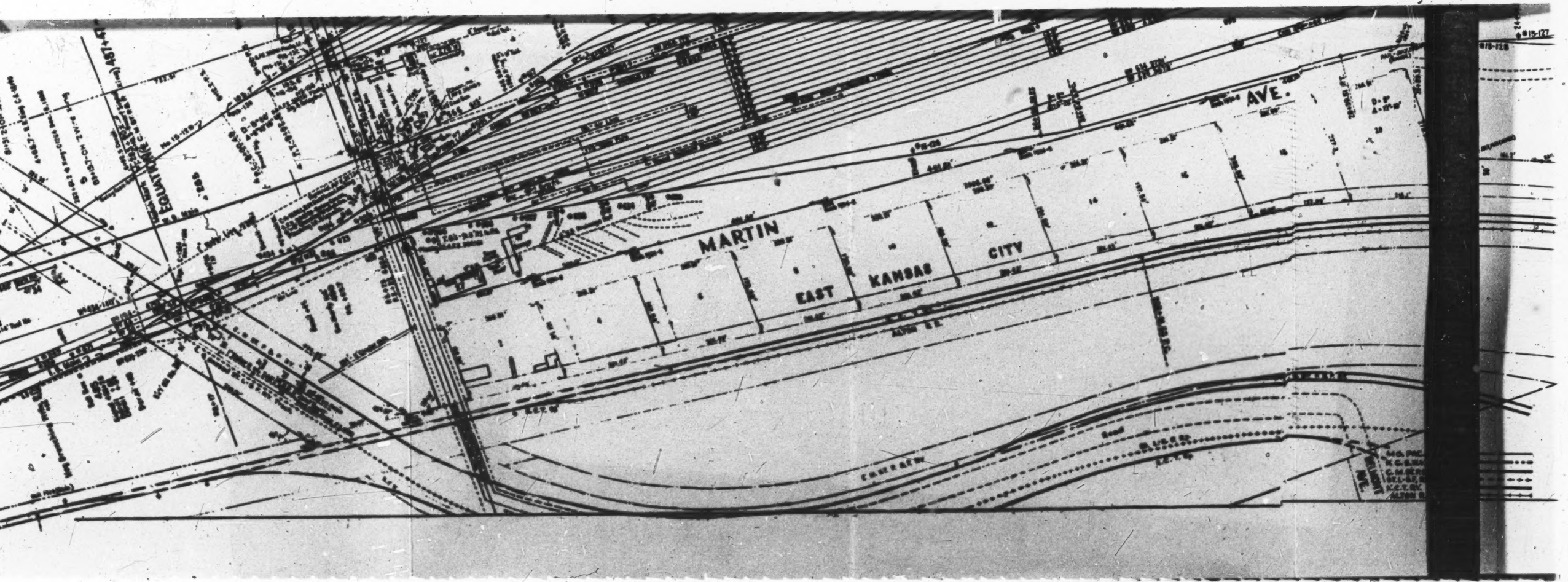
Account 52 - Other Locomotives

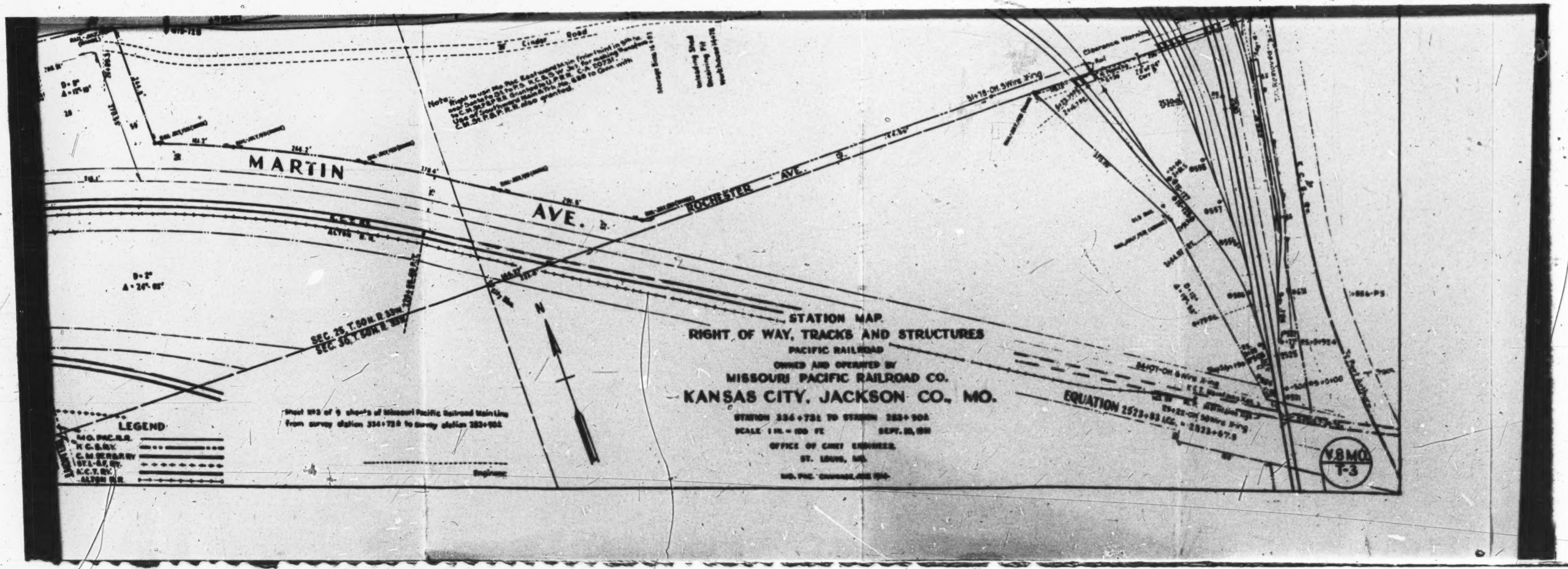
(I. C. C. classification)

SUMMARY OF UNITS AND COST BY REPORTING PERIODS

Sheet 1 of 1 sheets

Group	Number of units: Acquired	Number of units: Retired: Dismantled or destroyed	Number of units: Retired: Sold, Donated or lost	Number of units: Total at close of period	Totals for series: Acquired: Cost of units for year (or period)	Totals for series: Additions and betterments: Net cost for year (or period)	Totals for series: Retired: Cost of reproduction new engineering report: 1919-1934 prices	Totals for series: Retired: Net costs A and B's between date of valuation and date retired	Totals for series: Retired: Original cost to date	Description of major additions and betterments	Remarks
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
1	Or. 1			0	$Or. 9,388.74	$	$	$	$	Transferred to Acct. 708	


MARTIN
EAST
KANSAS
CITY
AVE.


MARTIN
AVE.
ROCHESTER
AVE.
STATION MAP
RIGHT OF WAY, TRACKS AND STRUCTURES
PACIFIC RAILROAD
OWNED AND OPERATED BY
MISSOURI PACIFIC RAILROAD CO.
KANSAS CITY, JACKSON CO., MO.
STATION 336+73.2 TO STATION 283+90.2
SCALE 1 IN. = 100 FT
OFFICE OF CHIEF ENGINEER
ST. LOUIS, MO.
LEGEND
MO. PAC. R.R.
K.C.S.RY.
C.M.St.P.&P.RY.
St.L.-S.F.RY.
K.C.T.RY.
ALTON R.R.
Sheet 1#3 of 9 sheets of Missouri Pacific Railroad Main Line
from survey station 336+73.2 to survey station 283+90.2
Engineer
EQUATION 2523+83 Lec. = 2523+67.8
V&MO
T-3

I. V. Form No. 519-T

Owner

Operating company

Valuation section

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

Sheet No. 1 of 18 sheets for this valuation section.

Statement showing property changes from Jan. 1, 1935, to Dec. 31, 1935

Character of property and description	Date	Units	Property added: Number of units	Cost	Cost per unit	Property retired: Number of units	Cost	Cost of reproduction: New	Cost of reproduction: Less depreciation
Account No. ... Title ... (I. C. C. Classification)									
As of Jan. 1, 1935 as Per. 31, 1935.		First Main	8.167			216.411	Total		
		Appn. No.	Added			Retired Repro. Reports	V.B. 8	Total	
		1	Co. [illegible]						
		2							
		3							
		4							
		5							
		6							
		7							
		8							
		9							
		10							
		11							
		12							
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		16							
		17							
		18							
		19							
		20							
		21							
		22							
		23							
		24							
		25							
		Total							
		Tot							
Account No. 1 - Engineering									
Engineering									
Repro. Cost for Units 1 to 25 Inc. transferred to Acct. 7									
Engineering during construction		8	Co. [illegible]						
Engineering									

B. V. Form No. 518-R

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

Sheet No. 6 of 10 sheets for this valuation section.

Owner Missouri Pacific Railroad Company
Operating company Missouri Pacific Railroad Company
Valuation section 8 - Missouri
Statement showing property changes from 1-1 , 1928 to 12-31 , 1928

Character of property and description	Date	Units	Property added: Number of units	Cost	Condition per cent	Per unit	Property retired: Number of units	Cost	Cost of reproduction: New	Cost of reproduction: Less depreciation
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Account No. 31 Title Grain Elevators (I. C. C. Classification)										
Kansas City, Mo. Grain Elevator Bldg. No. 202,203,204,204-1 and 204-2										
Transfer all items and costs to Acct's. Nos. 705 as shown on B.V. 518-R period 1920-1928, pages 15 and 16 of 31, A.J.E. 202797	1920			cr. 240,622.31						

Property added
Property retired
Cost of reproduction

I. C. C. Form No. 120-B

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
by
INVENTORY OF PROPERTY REPORT

Owner Missouri Pacific Railroad Company
Operating company Missouri Pacific Railroad Company
Valuation section 8 Missouri
Statement shows property changes from 1-1 to 12-31

Sheet No. 12 of 12 sheets for this valuation section

Character of property and description	Date	Unit	Property added: Number of units	Cost	Condition per cent	Per unit			Property retired: Number of units	Cost	Cost of reproduction: New	Cost of reproduction: Less depreciation
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Account No. 705 Title Miscellaneous Physical Property (I. C. C. Classification)												
Kansas City, Mo. - Grain Elevators- Bldgs. Nos. 202, 205, 206, 206-1 and 206A Subschedule "B" attached				$ 256,487.20								
Note :--Inspector of units and cost of Grain Elevator formerly charged to R.P.E. Acc'ts. 1 and 31.												

3656

B. V. Form No. 588. - Subschedule M - Real Estate.

Owner Missouri Pacific Railroad Company
Operating company Missouri Pacific Railroad Company
State Missouri
County Jackson
Valuation section 8
From

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

BY

MISSOURI PACIFIC RAILROAD COMPANY
Name of reporting carrier

Statement showing changes in that physical property of carrier company which is held for purposes other than those of a common carrier for the period from 1-1 to 12-31 19-31 to 36.

Date compiled November 1936
Compiled by E. Lowr
Correct
Title Senior Asst. Engineer

Sheet No. 1 of 1 sheets.

Map No.	Parcel No.	Custodian's No.	Kind of instrument	Date of instrument	Grantor	Grantee	Recorded: Book	Recorded: Page	Recorded: Date	Area: Acres	Area: Square feet	Acquisitions during period: Consideration given in acquisition: Amount	Acquisitions during period: Date, description, and cost of improvements: Character of expenditure	Date	Description	Cost	Sales, transfers, or retirements during the period: Amount of consideration given in acquisition	Sales, transfers, or retirements during the period: Amount of consideration received from the sale or retirement	Remarks
															Improved non-carrier land.				
1-8 on 24														9-30-30	Bldgs./302,303, 304,304-1 and 304-2, Improve Eagle Elevator	246,978.73			AFE 202797, Costs transferred from Accts.1 & 31 under Suppl. Report No.8(1928) Land was acquired under AFE 202197
1-8 on 24														9-30-35	Purchase of Equipment & Installation of Wiring.	155.35			Addns. to Eagle Elevator; AFE 29769
1-8 on 25														8-11-31	One locomotive purchased for use Continental Elevator.	9,353.94			AFE 31207, costs transferred from Equip. under Suppl. Report No.9 (1930). Land acquired and elevator constructed under AFE 200226.
															Total	($256,487.02)			

B. V. Form No. 588-B

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

3657

Owner Missouri Pacific Railroad Company — Sheet No. 9 of 9 sheets for this valuation section.

Operating company " " " "

Valuation section 8 - Missouri — Statement showing property changes from 1-1- , 19 39 to 12-31- , 19 39

(1) Character of property and description	(2) Date	(3) Units	Property added: (4) Number of units	(5) Cost	(6) Condition per cent	(7) Per unit	(8)	(9)	Property retired: (10) Number of units	(11) Cost	Cost of reproduction: (12) New	(13) Less depreciation
Account No. 706 Title Miscellaneous Special Property (I. C. C. Classification)				$948.28						$28.00		
Schedule "A" attached.												

I. C. C. Form No. 502.—Subschedule M—Real Estate.

Owner Missouri Pacific Railroad Company

Operating company

State Missouri

County

Valuation section 8

Page

to

(PRINTED IN STATE OF CHAS. P. CURRAN PRINTING CO., ST. LOUIS, MO.)

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

BY

Missouri Pacific Railroad Company

(Name of reporting carrier)

Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from 1-1- 1938 to 12-31- 1938.

Sheet No. 1 of 1 sheets

3658

Date compiled 11-30-37

Compiled by G. O. Hunt

Correct

Title Senior Asst. Engr.

Map No.	Parcel No.	Custodian's No.	Kind of instrument	Date of instrument	Grantor	Grantee	Recorded: Book	Recorded: Page	Recorded: Date	Area: Acres	Area: Square feet	Acquisitions during period: Consideration given in acquisition: Amount	Acquisitions during period: Consideration given in acquisition: Character of expenditure	Acquisitions during period: Date, description, and cost of improvements: Date	Description	Cost	Sales, transfers, or retirements during the period: Amount of consideration given in acquisition	Sales, transfers, or retirements during the period: Amount of consideration received from the sale or retirement	Remarks
															IMPROVED NON-CARRIER LAND				
1-3 on 28														8-1938	Bldg. 317-1 Grain Separator in Continental Elevator	3606.79			AFE 38367
1-3 on 28														11-10-38	Bldg. 317-1 Oat Clipper - Continental Elevator	1639.46			AFE 38066
1-3 on 28																	900.00		Oat clipper retired at Continental Elevator - AFE 38066 -Bldg 11-10-38;Originally installed AFE 30218-1931
					Total											5246.25	900.00		

I. V. Form No. 103-B

Owner Missouri Pacific Railroad Company

Operating company Missouri Pacific Railroad Company

Valuation section 8 Missouri

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
MISSOURI PACIFIC RAILROAD
(Name of reporting carrier)

Statement showing property changes from 1-1 to 12-31 to 12-31 to 36

Sheet No. 25 of 26 sheets for this valuation section.

3659

Character of property and description	Date	Units	Property added: Number of units	Property added: Cost	Property added: Cost per unit	Property added: Per cent	Property retired: Number of units	Property retired: Cost	Property valued: Number of units	Property valued: Cost	Property valued: Cost of reproduction: New	Property valued: Cost of reproduction: Less depreciation
Account No. 709 Title MISCELLANEOUS PHYSICAL PROPERTY (I. C. C. Classification)												
Subschedule "M" attached				11022.04								

I. C. C. Form No. 555.—Schedule M—Real Estate

Owner Missouri Pacific Railroad Company

Operating company Missouri Pacific Railroad Company

State Missouri

County Jackson

Valuation section 8

From

to

(PRINTED IN STORE BY CHAS. P. CURRAN PRINTING CO., ST. LOUIS, MO.)

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

MISSOURI PACIFIC RAILROAD COMPANY

(Name of reporting carrier)

Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from 1-1 1938 to 12-31 1938

Sheet No. 1 of 1 sheets

Date compiled March, 1939

Compiled by G. O. Dust

Correct

Title Senior Asst. Engineer

3660

Map No.	Parcel No.	Custodian's No.	Kind of instrument	Date of instrument	Grantor	Grantee	Recorded Book	Recorded Page	Recorded Date	Area Acres	Area Square	Acquisitions during period: Consideration given in acquisition Amount	Acquisitions during period: Consideration given in acquisition Character of expenditure	Acquisitions during period: Date, description and cost of improvements Date	Acquisitions during period: Date, description and cost of improvements Description	Acquisitions during period: Date, description and cost of improvements Cost	Sales, transfers, or retirements during the period: Amount of consideration given in acquisition	Sales, transfers, or retirements during the period: Amount of consideration received from the sale or retirement	Remarks
L-3 on 28														2-1-38	Two cat clippers and dust collecting equipment. Interest during construction	10979.70 92.34			WPT 371075 Continental Elevator. Bldg. #317-1
															Total	11022.04			

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[fol. 3661] U. P. Exhibit No. 332

Bernice Jackson

May 8, 1940

(Fastened at the left side with blue ribbon and sealed with a red seal)

Interstate Commerce Commission, Washington

I, W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of sheets containing engineering data of the Bureau of Valuation of said Commission on the properties of the Missouri Pacific Railroad Company, the originals of which are now on file and of record in the office of said Commission.

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 1st day of May, A. D. 1940.

(Signed) W. P. Bartel, Secretary of the Interstate Commerce Commission.

[fol. 3662] 6. 418

Valuation Section 6 ABCD-Missouri-Mo. Pac. Supplemental Information. Account 15, B. V. 588. Sheet 12 of 22 sheets, 1930-1932

Missouri-Kansas-Texas Railroad Bridge at Booneville, Mo. Old bridge of the MKT was built in 1872. The Mo. Pac. track was laid under the south end of the MKT structure in 1881 with 19′ overhead clearance and 7½′ side clearance.

The new MKT bridge was undertaken in 1930 and the additional cost of providing 22′ overhead and standard side clearance for three tracks for the Missouri Pacific was charged to the latter company. The Missouri Pacific reports its contribution on 588. The units in the bridge will be found in the 588 of the Missouri-Kansas-Texas Railroad.

Valuation Section 8-Missouri-Mo. Pac. Exception to incorrect reporting. Acct. 21—Grain Elevator—Kansas City, Mo. 1930-1932

Exception is taken to the reporting of all quantities and costs reported on sheets 15 and 16 of 31 sheets, total cost

$240,622.21. This grain elevator is leased to the Vanderslice-Lynd Company in its entirety as of December 31, 1930. (Originally leased to the Eagle Elevator Company as of May 20, 1930)

Rental—5% on value of the lands and cost of construction plus 5% on all additions and betterments. Insurance and taxes.

Term—Five years.

The carrier states that corrections to this reporting will [fol. 3663] be included in a subsequent report.

Valuation Section 8a-Missouri-Mo. Pac. Exception to incorrect reporting Acct. 27—Broadway Interlocking Plant—Kansas City, Mo. Sheets 9 and 10 of 11 sheets, 1930-1932—Total cost $32,868.00.

The Kansas City Southern contributed $10,804.78 toward the construction of this plant; $423.92 of which has been reported in account 1—Engineering. Section 5 of the contract provides that the plant shall be owned by the Missouri Pacific, however, Section 8 provides that:

"In the event of the removal of any part of the plant incident to the making of any changes in additions to betterments of, or to the abandonment of the plant, Kansas City Southern shall have the right either (a) to remove, as its own, from the site of the plant, any part of the plant so removed, the cost of which shall have been borne by the Kansas City Southern, or (b) this clause merely covers payment for salvage to the Kansas City Southern in the event the Mo. Pac. performs the removal instead of the Kansas City Southern Ry."

Despite the provisions of Section 5 which gives the Mo. Pac. 100% ownership in the plant, Section 8 indicates valuable title in the property through salvage right of the contributing carrier, which with the joint use, maintenance and operation of the plant would seem to constitute a joint facility. Exception is therefore taken to the Kansas City con-
[fol. 3664] tribution.

Mr. Douglass—6

Valuation Section 8—Missouri.

Forms 588-R for the period 1930-1932, sheets 15 and 16 of 31, Account 21, report the addition of a grain elevator,

which we are excluding from our valuation to date engineering report as noncarrier in conformity with information from the Accounting Section quoted below. Cost of reproduction new as of 1935 is $177,846 and cost of reproduction less depreciation is $160,062.

"Exception to incorrect reporting Acct. 21—Grain Elevator —Kansas City, Mo. 1930-1932.

"Exception is taken to the reporting of all quantities and costs reported on sheets 15 and 16 of 31 sheets, total cost $240,622.21. This grain elevator is leased to the Vanderslice-Lynd Company in its entirety as of December 21, 1930. (Originally leased to the Eagle Elevator Company as of May 20, 1930.)

Rental—5% on value of the lands and cost of construction, plus 5% on all additions and betterments, Insurance and taxes.

Term—Five years.

"The carrier states that corrections to this reporting will be included in a subsequent report."

Valuation Section 16AB-Missouri.

[fol. 3665] Forms 588-R for the period 1930-1932, sheet 56 of 73, Account 35, report the addition of Garage Building No. 97, which we are excluding from our valuation to date engineering report as noncarrier in conformity with information received from the Accounting Section quoted below. Cost of reproduction new as of 1935 is $10,433 and cost of reproduction less depreciation is $8,868.

"Poplar Bluff, Mo.—Garage Building No. 97 B. V. 588, sheet 56 of 73, Account 35, year 1930 A. F. E. 292391, Total cost $17,817.02.

"Lease dated February 16, 1929, No. 7639, provides for the lease of 30681 square feet of land together with improvements thereon (Part parcel 2, Map S-41A, V. S. 16A-Mo.). Term of lease one year with 30 days notice thereafter, rental 6 per cent on a valuation of $200 on the land, plus 6% on cost of improvements."

C. O. Hoglund, Inventory—Pricing Engineer.

V. Form No. 819-S

Name [illegible] 332

Operating company [illegible]

Valuation section [illegible]

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
of
[illegible]

Statement showing property changes from [illegible]

Sheet No. [illegible] of [illegible] sheets for this valuation section.

3866

Character of property and description	Date	Units	Property added: Number of units	Property added: Cost	Property added: Credit for cost of units	Property added: Per unit	Property added:		Property retired: Number of units	Property retired: Cost	Cost of reproduction: New	Cost of reproduction: Less depreciation
Account No. [illegible] Title [illegible]				Quant sheets 15-16 - See Exceptions Sheet 6. Reported to "Land Section".								
[illegible]						1040				See sheet 15		
[illegible]		No.	1					1040				
[illegible]		No.	4			50—		200				
[illegible]		No.	1			40—		40				
[illegible]		No.	1			50—		50				
[illegible]		Feet	168			.37		63				
[illegible]		No.	1			2480—		2480				
[illegible]						.90		52				
[illegible]						—		—				
[illegible]						3.00		15				
[illegible]						.33		31				
[illegible]						—		97				
[illegible]						31.00		15				
[illegible]						.25		31				
[illegible]						5.00		47				
[illegible]						.40		10				
[illegible]						5.00		69				
[illegible]						.50		10				
[illegible]						.50		13				
[illegible]						2.00		4				
[illegible]						—		21				
[illegible]						2.50		25				
[illegible]						.37		5				
[illegible]						.50		28				
[illegible]						.50		29				
[illegible]						.50		14				
[illegible]						.50		95				
[illegible]						.40		19				
[illegible]						5.00		40				
[illegible]						30-		5				
[illegible]								16				
[illegible]								30				

. V. Form No. 105-E

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

Owner [illegible] R.R. Co.

Operating company [illegible] R.R. Company

Valuation section 8 [illegible]

Sheet No. 38 [illegible] 38 sheets for this valuation section.

Statement showing property changes from [illegible], 19 [illegible] to Dec. 31, 19 22

Character of property and description	Date	Units	Property added: Number of units	Cost	Credits (Cost of property retired)	Per unit			Property retired: Number of units	Cost	Cost of reproduction: New	Cost of reproduction: Per cent depreciation
Account No. 38 Title Grain Elevators (I. C. C. Classification)							Const. - see note sheet 15.					
Kansas City												
Storage Unit - Bldg. #1 Reinf. Concrete Consisting of basement 61'-8" x 276'-6" x 8' High, 12 each storage tanks, 16'-0" dia. x 100' high, 6 interstices 100' high, monitor, 22'-2" x 76'-2" with necessary conveying machinery motors and spouts, total capacity 2,000,000 Bu.		No.	1			24500	24500			Mr Gaffney says this is sufficient info & once			
										Compute CPN	4/31/35	177846
Excavation Comm.		Cu Yd.	1200			.50	648			cond %		90
Piles, untreated cypress		Ln. Ft.	13692			.57	7846					
Foundation Slab - reinf. Concrete A.F.E. 232797	1929	Cu. Yd.	309.8	64516	69	12	3718					
Work House and Truck Shed - Bldg. #1282 reinf. Conc. 24'-2"x61'-8"x107'-2" (top on elev.) Bridge 8'-2"x4'-6"x15'-2" tunnel 7'-2"x15' Bridge 7'-6" x 29'-1" Bridge 7'-6"x20'-2"x29' Capacity 64,000 Bu. Truck Shed - 24'-2"x6'-2" Corr.S.I. on steel frame Shipping shed 12'-2"x6' wood deck, Corr.S.I.roof on Steel Frame		No.	1			54000	54000			Non Carrier			
Excavation Comm.		Cu. Yd.	1200			.50	982						
Piles, untreated, Cypress		Ln. Ft.	7978			.50	3987						
Foundation slab - concrete reinf. A.F.E. - 232797	1929	Cu. Yd.	211.0	126660	94	12	2542						
Receiving Pit, 18'-2"x17'-2" deep, reinf. conc. with 2 each 200 Bu. receiving hoppers, with necessary conveying machinery etc.		No.	1			3000	3000						
Excavation comm.		Cu. Yd.	528			.50	264						
Piles, untreated cypress A.F.E. 232797	1929	Ln. Ft.	656	7650	45	.50	328						
Drier Bldg. #1284-1 Reinf. conc. 15'-2"x20'-2"x126' (top Stn. slab) Complete with all necessary equipment 200 Bu. Cap.		No.	1			9200	9200						
Excavation Comm.		Cu. Yd.	528			.50	264						
Piles, untreated cypress		Ln. Ft.	1686			.50	843						
Foundation Slab - A.F.E. 232797	1929	Cu. Yd.	39.4	9162	48	12	472						
Car puller pit. reinf. conc. 10'-6"x8'-6"x ? With sign. A.F.E. 232797	1929	No.	1	[illegible]	93	1370	1370						
Car pulley pit. reinf. Conc. 15'-6"x11'-2"x8' with necessary equipment A.F.E. 232797	1929	No.	1	2164	94	570	570				198	135	
Boot House, Bldg. #1284 - 1 story frame, 14'-6"x20'-2" Drop Siding, prep. Roof, on posts and sills. Cap. 200 Bu. Capacity A.F.E. 232797	1929	No.	1	[illegible]	[illegible]	496	496						
Total				[illegible]	82								
Total 11/21 - 1214 Pieces							120,166						

1910 Pg 14

Columns 6, 7, 8, 9, and 13 should be left blank by the reporting carrier. Show on the first sheet of each valuation series, a statement of the account numbers included in this report, a statement showing the changes in mileage, and a recon statement as to the correctness of the report.

B. V, Form No. 588-R

Owner Missouri Pacific Railroad Company

Operating company Missouri Pacific Railroad Company

Valuation section 8 - Missouri

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
BY
MISSOURI PACIFIC [illegible] COMPANY
(Name of reporting carrier)

Statement showing property changes from 1-1 1929 to 12-31 19[illegible]

Character of property and description	Date	Units	Property added: Number of units	Property added: Cost	Property added: Condition per cent	Property added: Per unit	Property retired: Number of units	Property retired: Cost	Property retired: Cost of reproduction: New	Property retired: Cost of reproduction: Less depreciation
Account No. 22 Title Grain Elevators (I. C. C. Classification)										
Kansas City, Mo. Grain Elevator Bldg. No. 202, 203, 204, 204-1 and 204-2 Transfer all items and costs to Acc't. Nos. 705 as shown on B.V. 588-R period 1930-1932, pages 15 and 16 of St. L.F.E. 202797	1930		cr.	240,682.21						

See Exception No. R-7 1929-1932

Columns d, f, g, h, and i should be left blank by the reporting carrier. Show on the first sheet of each valuation section, a statement of the account numbers included in the report, a statement showing the changes in mileage, and a general statement as to the conditions of the report.

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[fol. 3668-A] U. P. Exhibit No. 333 was withdrawn. See page 665 of the transcript covering hearing on permanent injunction.

[fol. 3668-B] U. P. Exhibit No. 334 was withdrawn. See page 665 of the transcript covering hearing on permanent injunction.

[fol. 3668-C] U. P. Exhibit No. 335

That portion of Exhibit received in evidence will be found quoted on Page 1037 of Appellants' Narrative Statement of the Evidence. See also pages 665 to 668 inclusive of transcript covering hearing on permanent injunction.

(Here follows 1 photolithograph, side folio 3669)

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COPY NOT SUITABLE FOR MICROFILMING

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[fol. 3669-A] U. P. Exhibit No. 337

This Exhibit was marked but not offered. See portion of Page 671 of transcript covering hearing on permanent injunction reading as follows:

"(Thereupon certain papers were marked by the reporter as U. P. Exhibit No. 337.)

"Mr. Maguire: I will not make the offer at this time. I am merely having these marked for identification so that if we find material in that, we will offer it separately instead of encumbering the record by all of the leases."

U. P. EXHIBIT NO. 338

3670

Owner The A.T. & S. F. Ry. Co.
Operating company The A. T. & S. F. Ry Co.
State Kansas
County Pottawatomie
Valuation section Kansas-1
From M.P. 1+2652
to M.P. 7+0639

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
BY
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY - EASTERN LINES
(Name of reporting carrier)

Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from July 1, 1936, to Dec. 31, 1936.

Sheet No. 1 of 4 sheets
Completed 1-16-37
Compiled by R. W. Evans
Correct A. E. Gelger
Title Valuation Engineer

Map No. (1)	Parcel No. (2)	Custodian's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded Book (8)	Recorded Page (9)	Recorded Date (10)	Area Acres (11)	Area Square Feet (12)	Acquisitions During Period: Consideration Given in Acquisition Amount (13)	Consideration Given in Acquisition Character of Expenditure (14)	Date, Description, and Cost of Improvements Date (15)	Description (16)	Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given in Acquisition (18)	Amount of Consideration Received From The Sale or Retirement (19)	Remarks (20)
						I - UNIMPROVED NON-CARRIER LANDS													
S-1A	Pt 11	28749	Agreement For Deed	2-27-17	The AT&SF Ry. Co.	KCT Ry. Co.					5006						270.00	738.00	For Additional Terminal Facilities of KCT Ry.Co.
		28561	WD	2-11-20	The AT&SF Ry. Co.	KCT Ry. Co.													
S-1B	Pt 16	32001	Cond.	9-13-14	The AT&SF Ry.Co.	City of Kans.City Kansas					333						306.00	3.00	Condemned by City for Widening Metropolitan Ave.
						II - IMPROVED NON-CARRIER LANDS													
S-2B	5													10-29-18	Apply 2 coats waterproofing to exterior walls of storage bins additions 1 and 2 Elevator "A" AFE 1476-17	5979.00			
														11-15-19	Extend office bldg & make existing partition 2 story A.F.E. 2011-19	3705.00			
														5-24-19	Place power on Elevator "A" A.F.E. 649-36	77.00			
														1-16-19	Make Plat and location to Steam Heater and place lights in Engineers A.F.E. 2-19	185.00			

Owner The A.T.& S.F. Ry. Co.
Operating company The A.T.& S.F. Ry. Co.
State Kansas
County Pottawatomie
Valuation section Kansas-1
From M.P. 140.53
to M.P. 140.89

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
IN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY--EASTERN LINES
(Name of reporting carrier)

Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from July 1, 1916, to Dec. 31, 1917.

Sheet No. 1 of 2 sheets
Date compiled 1-15-18
Compiled by R. E. Bowen
Correct A. E. Brown
Title Valuation Engineer

Map No. (1)	Parcel No. (2)	Cadastral No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Recorded: Page (9)	Recorded: Date (10)	Area: Acres (11)	Area: Square Feet (12)	Acquisitions During Period: Consideration Given in Acquisition: Amount (13)	Acquisitions During Period: Consideration Given in Acquisition: Character of Expenditure (14)	Acquisitions During Period: Date, Description, and Cost of Improvements: Date (15)	Description (16)	Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given or Received (18)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Received from the Sale or Retirement (19)	Remarks (20)
															XI - INCREASES NOT CHARGED TO CAPITAL ACCOUNT				
2-22	5 (Continued from preceding sheet)													1-15-19	Make changes in electric lights in Elevator "A" A.F.E. 60-19	79.00			
														12-26-21	Install six automatic check valves on boilers at Elevator A.F.E. 859-21	746.00			
														12-22-21	Place I-beam supports under two tracks through Machine House A.F.E. 2107-20	4518.00			
														6-8-22	Change electric light wiring Elevator "A" A.F.E.(1897-1)22	17.00			
														6-27-22	Make alterations in Elevator "A" A.F.E.1170-21	1598.00			
														2-23-22	Extend water lines at Elevator A.F.E. 999-21	74.00			
														3-6-22	Install air compressor and reservoir and 40 HP electric motor A.F.E.876-21	4776.00			

B. C. Form No. [illegible]

Owner The A.T.& S.F. Ry.Co.
Operating company The A.T.& S.F. Ry.Co.
State Kansas
County Pottawatomie
Valuation section Kansas-1
From M.P. 1+2652
to M.P. 7+0639

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
BY
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY-EASTERN LINES
(Name of reporting carrier)
Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from July 1 to 16, to Dec. 31 to 27

3872
Sheet No. 3 of 4 sheets
Date compiled 2-15-29
Compiled by A.P. Evans
Correct [illegible]
Title Valuation Engineer

Map No. (1)	Parcel No. (2)	Custodian's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Page (9)	Date (10)	Area: Acres (11)	Square Feet (12)	Acquisitions During Period — Consideration Given in Acquisition: Amount (13)	Character of Expenditure (14)	Date, Description, and Cost of Improvements: Date (15)	Description (16)	Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Charges to Given + Acquisition (18)	Amount of Contributions Received From The Sale or Retirement (19)	Remarks (20)
															II - IMPROVED NON-CARRIER LANDS				
8-21	5	(Continued from preceding sheet)												10-4-25	Construct new work house, dump shed, dryer, office bldg. dust house, power house and stack bleacher, well house and well-substation and drainage system AFE 231-25 Prog. #7	1758357.00	254402.00			Retire work house and machinery, carpenter shop, office & lavatory bldg. dust house and packing machinery, mch. shop, 2 concrete cisterns, Pumphouse, power house power house machinery & stack, AFE 231-25 Prog. #7
														3-3-26	Extend & renew water lines for fire protection at Elevator "A" AFE 231-25 Prog #11.	17.00			
														3-3-26	Extend & renew water lines for fire protection at Elevator "A" [illegible]	3521.00	454.00		Retire 306 Lin Ft. Water line AFE 231-25 Prog. #4
														6-30-27	Construct concrete walls at end of old tunnel and place [illegible]	627.00			
															[illegible]				

I. C. C. Form No. 285—Subscribable to Road Values.

Owner The A.T.& S.F. Ry.Co.
Operating company The A.T.& S.F. Ry.Co.
State Kansas
County Pottawatomie
Valuation section Division 2
From M.P. 1+2652
to M.P. 3+0639

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
BY

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, MAINLINE LINES
(Name of reporting carrier)

Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from July 1, 1916, to Dec 31, 1917

3673 3734
Sheet No. 4 of 5 sheets

Date compiled 1-15-18
Compiled by [illegible]
Correct A.B.Cowan
Title Valuation Engineer

Map No. (1)	Parcel No. (2)	Custodian's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Page (9)	Date (10)	Area: Acres (11)	Square Feet (12)	Acquisitions During Period: Consideration Given in Acquisition: Amount (13)	Character of Expenditure (14)	Date, Description, and Cost of Improvements: Date (15)	Description (16)	Cost (17)	Sales, Transfers, or Retirements During the Period: Amount of Consideration Given or Applicable (18)	Amount of Depreciation Credited From The Date of Retirement (19)	Remarks (20)
						IX - IMPROVED NON-CARRIER LANDS													
3-2D	5	(Continued from preceding sheet)												8-18-17	Lay 6"x250' drain with 8 - 20" catch basins AFE(997-2)17	294.00			

Exh. Form No. 22—Schedule B—First Edition

Owner The Atchison, Topeka and Santa Fe Ry. Co.

Operating company The Atchison, Topeka and Santa Fe Ry. Co.

State Kansas

County Greenlife

Valuation section Kansas

From Ft. Kaw, State Line & R.F. 1 plus 3087

to Denver - MP 7 plus 0630

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
BY

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY company — Eastern Lines
(Name of reporting carrier)

Statement showing changes in that physical property of carrying company which is held by the proprietary and lessee lines of a common carrier for the period from Jan. 1, 19 39, to Dec. 31, 19 39.

3674

Sheet No. 3 of 3 sheets

Date completed June 30, 1940

Completed by Jos. V. Linkenmeyer

Correct A. M. Briggs

Title Valuation Engineer

Map No. (1)	Parcel No. (2)	Collector's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Recorded: Page (9)	Recorded: Date (10)	Area: Acres (11)	Area: Square Feet (12)	Acquisitions During Period: Consideration Given in Acquisition: Amount (13)	Acquisitions During Period: Consideration Given in Acquisition: Character of Expenditure (14)	Acquisitions During Period: Date, Description, and Cost of Improvements: Date (15)	Description (16)	Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given in Acquisition (18) Net	Amount of Consideration Received from The Sale or Retirement (19)	Remarks (20)
ORIGINAL ENTRIES																			
															11 - IMPROVED RUR CARRIER LANDS				
															RURAL				
8-25	8													10- 1-39	Install two new 9" ventilators from each of the twelve screened one 13" vent from each of the twelve garages and a dust collecting fan and motor with necessary pipe to headers at each of the six conveyors over storage bins at Elevator "A".				
															AFE 750-39	$477.00			Charge to O/A 23676.32

I. C. C. Form No. 625—Interstate Commerce Commission.

Owner The Atchison, Topeka and Santa Fe Ry Co
Operating company Do
State Kansas
County Shawnee
Valuation section Kansas 1
From Ho-Kans State Line
to Turner

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
BY

The Atchison, Topeka and Santa Fe Railway Company
(Name of reporting carrier)

Statement showing changes in that physical property of reporting company which is held for purposes other than those of a common carrier for the period from Jan 1, re 30 to Dec 31, re 30.

3675

Sheet No. 1 of 1 sheets

Date completed July 25, 1930
Completed by MVL
(Name)
Title

Map No. (1)	Parcel No. (2)	Cadastral No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Recorded: Page (9)	Recorded: Date (10)	Area: Acres (11)	Area: Square Feet (12)	Acquisition During Period: Consideration Given in Acquisition: Amount (13)	Acquisition During Period: Consideration Given in Acquisition: Character of Expenditure (14)	Acquisition During Period: Date, Description, and Cost of Improvements: Date (15)	Description (16)	Cost (17)	Value, Transfers, or Retirements During The Period: Amount of Depreciation Reserve to Be Applied (18) Yes	Value, Transfers, or Retirements During The Period: Amount of Depreciation Reserve Applied From The Date of Acquisition (19)	Remarks (20)
										II - Improved Non-Carrier Land									
														3-16-30	Water line to elevator A 1298' of 3/4" pipe AWS 516-30-2	$304.95			Acquisition

Owner The Atchison, Topeka and Santa Fe Ry Co
Operating company Do
State Kansas
County Wyandotte
Valuation section Kansas 1
From Mo. State Line
to Turner

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

3678

Sheet No. 1 of 2 sheets

BY

The Atchison, Topeka and Santa Fe Railway Company
Name of reporting carrier

Date compiled 3-2-34
Compiled by H. P. McKeeghan
Correct
Title

Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from Jan. 1 1931 to Dec. 31 1931

Map No. (1)	Parcel No. (2)	Custodian's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Recorded: Page (9)	Recorded: Date (10)	Area: Acres (11)	Area: Square Feet (12)	Acquisitions During Period: Consideration Given on Acquisition: Amount (13)	Acquisitions During Period: Consideration Given on Acquisition: Character of Expenditure (14)	Acquisitions During Period: Date, Description, and Cost of Improvements: Date (15)	Description (16)	Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given on Acquisition (18)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Received from the Sale or Retirement (19)	Remarks (20)
															Improved Non-Carrier Property				Carried in Account 701
														7-8 1931	Construct addition to Elevator "A" 150'x45'7" consisting of 98 reinforced bins each 25'7" dia. 97'8" high including lighting and drainage and necessary mechanical equipment and conveyed as per plan CEOT 15400.				
															Also install ventilating system in old portion of elevator AFE 391-31 & Suppl. #1.				
															Total	$ 901954.19			
														7-8 1931	Retirement of Portion of Brick Wall & conc. floor & Fdn. AFE 391-31 Suppl. #1	47.70			Ledger Value of Units Retired.
														13-23 1931	Retirement of Power Line used for floor lights during Constn. and later serving private automatic telephone system, installed under AFE 211-28				Do
															AFE 449-31	217.79			
															Total Subacct. #1 "T"	$ 901954.19	265.49		

B. V. Form No. 588—Interstate Commerce Commission

Owner The Atchison, Topeka & Santa Fe Ry Co

Operating occupier Do

State Kansas

County Wyandotte

Valuation section Kansas 1

From Mo Kansas State Line

to Turner

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

Supplement to 1932 Report

3677

Sheet No. 3 of 3 sheets

BY

The Atchison, Topeka and Santa Fe Railway Company
(Name of reporting carrier)

Date compiled January 29, 1935

Compiled by E. E. Hansen

Correct

Title

Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from Jan 1, to 25, to Dec 31, to 25

Map No. (1)	Parcel No. (2)	Contract's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Recorded: Page (9)	Recorded: Date (10)	Area: Acres (11)	Area: Square Feet (12)	Acquisitions During Period: Consideration Given in Acquisition: Amount (13)	Acquisitions During Period: Consideration Given in Acquisition: Character of Expenditure (14)	Acquisitions During Period: Date, Description, and Cost of Improvements: Date (15)	Acquisitions During Period: Description (16)	Acquisitions During Period: Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given on Acquisition (18)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Received From The Sale or Retirement (19)	Remarks (20)
						Relayed Reporting Applicable to Periods Prior to January 1, 1932, omitted from Previous B V 588-R Reporting													
Changes Applicable to Year 1925																			
32D	5								II - Improved Non-Carrier Lands					10-4-25		Cr 39.84			Argentine Elevator adjustment of matl charges reported under AFE 231-25 Page 27 on 1927 BV 588 Sub. M. Sheet 3 of 4, Item #1. AFE 5066-28 Allotment 4961 #1.
														Total		Cr 39.84			

Owner The Atchison, Topeka and Santa Fe Railway Company

Operating company ——

State ——

County ——

Valuation district ——

Form ——

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

3678

Sheet No. 1 of 5 sheets

In

The Atchison, Topeka and Santa Fe Railway Company
(Name of reporting carrier)

Statement showing changes in that physical property of carrying company which is held for purposes other than those of a common carrier for the period from Jan 1, 19 34 to Dec 31, 19 34

Date compiled April 4, 1936

Compiled by F E Whitney

Correct ——

Title ——

Map No. (1)	Parcel No. (2)	Contract No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Recorded: Page (9)	Recorded: Date (10)	Area: Acres (11)	Area: Square Feet (12)	Acquisitions During Period: Consideration Given in Acquisition: Amount (13)	Acquisitions During Period: Consideration Given in Acquisition: Character of Expenditure (14)	Acquisitions During Period: Date, Description, and Cost of Improvements: Date (15)	Acquisitions During Period: Date, Description, and Cost of Improvements: Description (16)	Acquisitions During Period: Date, Description, and Cost of Improvements: Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Investment Base in Account (18)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Received From the Sale or Retirement (19)	Remarks (20)
					LAND AND IMPROVEMENTS TRANSFERRED FROM ACCOUNT 701 TO ACCOUNT 705 UNDER AFE 5001-34; DECEMBER 31, 1934														
	(A) - Property in Basic Valuation, Classed as Carrier.																		
	(B) - Property added on Order 3 Returns, classed as Carrier.																		
						I - UNIMPROVED NON-CARRIER LANDS													
(A)	S1A	Pt 40	14972	WD	5-14-04	James Flanagan et ux, et al	The AT&SF Ry Co				3583	3290.51	Land and other costs						Kansas City: - 3 tracts of land acquired 1903-04 included in Land Report as Carrier. Land was leased for fertilizer factory and for storage; reclassified as non-Carrier and investment cost transferred from Account 701 to 705. AFE 5001-34, Item 51, cost 3 tracts $22,566.65
(A)	S1A	Pt 52 Old 39	14036	WD	7-19-02	C D Huling	The AT&SF Ry Co E O Faulkner, Tr				91284	15601.53	Land and other costs						
			14058	QCD	9-11-02	E O Faulkner Trustee	The AT&SF Ry Co												
(A)	S1A	54 Old 46	14036	WD	7-19-02	C D Huling	The AT&SF Ry Co E O Faulkner, Tr				21500	3674.61	Land and other costs						
			14058	QCD	9-11-02	E O Faulkner, Trustee	The AT&SF Ry Co												
(B)	S1A	72	32672	WD	10-26-26	Nellie Cates Marty	The AT&SF Ry Co				34481	3602.13	Land						Kansas City: - 2 parcels acquired 1926 and capitalized in Account 701 under AFE 215-25, reported as Carrier. Reclassified as Non-Carrier, cost transferred to Account 705, AFE 5001-34, Item 52, cost of both parcels $4,352.83.
(B)	S1A	73	32672	WD	10-26-26	Nellie Cates Marty	The AT&SF Ry Co				7186	750.70	Land						
(B)	S2B	Pt 85	31492 -93 31494	W D QCD	11-20-23 4-27-25	John W Ellis et ux W J Breidenthal, Trustee	The AT&SF Ry Co W J Breidenthal, Tr The AT&SF Ry Co			25.61		39192.71	Land and other costs						Argentine: - 2 tracts of land acquired 1924-27 for yard facilities, capitalized in Account 701 under AFE 693-23, reported as Carrier, reclassified as Non-Carrier, investment cost transferred to Account 705, AFE 5001-34, Item 53, Cost 2 tracts $48,527.68
(B)	S2B	Pt 86	31281	WD	3-16-27	Denver Grain Co	The AT&SF Ry Co			2.54		9334.37	Land and other costs						

I. C. C. Form No. 220—Schedule B—Real Estate

Owner The Atchison, Topeka and Santa Fe Railway Company

Operating company do

State Kansas

County Brookside

Valuation section Kansas 2

From Missouri State Line

to Turner

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
OF
The Atchison, Topeka and Santa Fe Railway Company
(Name of reporting carrier)

Statement showing changes in that physical property of reporting company which is held for purposes other than those of a common carrier for the period from JAN 1 to 34 to DEC 31 to 34.

3679

Sheet No. 3 of 5 sheets

Date compiled April 6, 1936

Compiled by K B Mitchell

Checked

Title

Map No. (1)	Parcel No. (2)	Custodian's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Recorded: Page (9)	Recorded: Date (10)	Area: Acres (11)	Area: Square Feet (12)	Acquisitions During Period: Consideration Given in Acquisition: Amount (13)	Character of Expenditure (14)	Date, Description, and Cost of Improvements: Date (15)	Description (16)	Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given in Acquisition (18)	Amount of Consideration Received From The Sale or Retirement (19)	Remarks (20)
					LAND AND IMPROVEMENTS TRANSFERRED FROM ACCOUNT 701 to ACCOUNT 705 UNDER AFE 5001-34: DECEMBER 31, 1934 (Cont'd)														
					(A) - Property in Basic Valuation, classed as Carrier.														
					(B) - Property added on Order 3 Returns, classed as Carrier.														
					I - RETIREMENTS FOR CARRIER USES (CONT'D)														
(B)	820	Pt 29	31329	Cond	11-29-24	Ida Belcher	The AT&SF Ry Co				7.50	21122.89	Land and Other costs						Acquisition: - Land acquired 1924 for yard facilities, capitalized in Account 701 under AFE 93-23, reported as Carrier. Reclassified as Non-carrier, investment cost transferred to Account 705, AFE 5001-34, Item 33.
			31669	WD	5-8-25	Ida Belcher, et al	The AT&SF Ry Co												
(B)	820	Pt 31	31491 -23	WD	11-17-24	[illegible]	The AT&SF Ry Co				1.21	3386.71	Land and other costs						Acquisition: - 5 tracts of land acquired 1924-25 for yard facilities, capitalized in Account 701 under AFE 93-23 reported as Carrier. Reclassified as Non-carrier investment cost transferred to Account 705. AFE 5001-34, Item 34, cost 5 tracts $103,689.97.
			31491	QCD	4-27-25	W J Hamilton, et al	The AT&SF Ry Co												
(B)	820	Pt 32	31491 -24	WD	1-22-24	Ben E Johnson, et ux	The AT&SF Ry Co				27.38	34874.99	do						
			31491	QCD	4-27-25	W J Hamilton, et al	The AT&SF Ry Co												
(B)	820	Pt 33	31491 -25	WD	4-22-24	Charles [illegible]	The AT&SF Ry Co				7.44	19032.33	do						
			31491	QCD	4-27-25	W J Hamilton, et al	The AT&SF Ry Co												
(B)	820	Pt 34	31491 -26	WD	4-22-24	J E Flaugher, et ux	The AT&SF Ry Co				4.26	12352.62	do						
			31491	QCD	4-27-25	W J Hamilton, et al	The AT&SF Ry Co												
(B)	820	35	31749	Option	8-4-25	Geo E Johnson, et ux	The AT&SF Ry Co				[illegible]	[illegible]	[illegible]						
			33405	WD	3-25-27	do	do												

B. V. Form No. 5 — Interstate — Red Seals.

Owner The Atchison, Topaka and Santa Fe Railway Company
Operating company do
State Kansas
County Franklin
Valuation section Kansas 1
From Missouri State Line
to Turner

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
RE
The Atchison, Topaka and Santa Fe Railway Company
(Name of reporting carrier)

Statement showing changes in that physical property of reporting carrier which is held for purposes other than those of a common carrier for the period from Jan 1 to 34 to Dec 31, to 34.

3680 3746

Sheet No. 3 of ... sheets.

Date completed April 4, 1936
Completed by R E Reinecke
Correct
Title

Map No. (1)	Parcel No. (2)	Custodian's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded: Book (8)	Recorded: Page (9)	Recorded: Date (10)	Area: Acres (11)	Area: Square Feet (12)	Amortization During Period: Consideration Given in Acquisition: Amount (13)	Amortization During Period: Consideration Given in Acquisition: Character of Expenditure (14)	Amortization During Period: Data, Description, and Cost of Improvements: Date (15)	Amortization During Period: Data, Description, and Cost of Improvements: Description (16)	Amortization During Period: Data, Description, and Cost of Improvements: Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given or Expenditure Made (18)	Sales, Transfers, or Retirements During The Period: Amount of Expenditure Credited From Per Books or Retirement (19)	Remarks (20)
					LAND AND RIGHTS THEREIN TRANSFERRED FROM ACCOUNT 701 to ACCOUNT 705 UNDER AFE 5001-34; DECEMBER 31, 1934 (Cont'd)														
					(a) - Property in Basic Valuation, classed as Carrier.														
					(b) - Property added on Order 3 Returns, classed as Carrier.														
					I - TRANSFERRED NON-CARRIER LANDS (CONT'D)														
(B) S2C	Pt 36	33664	WD	8-16-27	Kate Ellis DeCoursey, et al	The A T & S F Ry Co				16.88		27551.22	Land and other costs						Arkansas: - Land acquired 1927 for yard facilities, capitalized in Account 701 under AFE 693-23, reported as Carrier. Realign filed as Non-Carrier, investment cost transferred to Account 705, AFE 5001-34, Item 33. Total Item 33 $48,693.51
					V - ASSESSMENTS FOR PUBLIC IMPROVEMENTS APPLICABLE TO NON-CARRIER LANDS															
					Following assessments were paid for improvements completed prior to 6-30-16 and were omitted from Order 3 Returns. These costs were not included in the original cost of the parcels as transferred and are proper charges to Account 705.															
S1A O14	51 11												AFE 415-16 - Grade, pave & curb Metropolitan Ave			$120.17			Land was inventoried Non-Carrier, but this assessment is additional to original cost of land capitalized in Account 705. AFE 5001-34, Item 34-A.
S1A	Pt40 Pt52 54												AFE 415-16 - Grade, pave & Curb Metropolitan Ave			1121.32			Land was inventoried as Carrier, transfer shown on sheet 2 of this report, AFE 5001-34, Item 34-A.
					TOTAL - NON-CARRIER ADDITIONS					86.99	187769.34					9241.32			
																			SUMMARY OF LIFE ANNUITY AWARDS ON ACCOUNT 705: AFE 5001-34: Reportable on Statement "B" $ 127,510.82; Total 1934 Accounts $ 4,216,169.64

I. C. C. Form No. 555—Subsidiaries No.—Land Grants.

Owner The Atchison, Topeka and Santa Fe Railway Company

Operating company ..... do

State ..... Kansas

County ..... Shawnee

Valuation section ..... Section 1

From ..... Missouri State Line

to ..... Topeka

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
OF
The Atchison, Topeka and Santa Fe Railway Company
(Name of reporting carrier)

Statement showing changes in that physical property of carrying company which is held for purposes other than those of a common carrier for the period from Jan 1, 1934, to Dec 31, 1934

3681

Sheet No. 4 of 8 sheets

Date compiled April 4, 1936

Compiled by E R Reinecke

Correct

Title

Map No. (1)	Parcel No. (2)	Contract's No. (3)	Kind of Instrument (4)	Date of Instrument (5)	Grantor (6)	Grantee (7)	Recorded Book (8)	Recorded Page (9)	Recorded Date (10)	Area Acres (11)	Area Equare Feet (12)	Acquisitions During Period: Consideration Given in Acquisition Amount (13)	Consideration Given in Acquisition Character of Expenditure (14)	Date, Description, and Cost of Improvements Date (15)	Description (16)	Cost (17)	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given or Received (18)	Amount of Book Adjustment Entered From This Sale or Retirement (19)	Remarks (20)

No changes were made to this property during the year 1934. No reporting is necessary to record the transfer of this property from Account 701 to Account 705 and capitalization on Miscellaneous Physical Property under AFE 9001-34 (55). Following is given as a record of the reporting of this property and a statement of its present status in carrier's investment account.

Reconciliation:

Of the amount, $3,879,128.81, shown as Reconciliation in column 20 on sheet 3, $51,145.44 applies to parcel 31, Old Mill, Map C-1-A, included in transfer from Account 701 to 705, not reportable on Subschedule "F" due to the fact that this land was included in 1934 Report as Non-Carrier. Balance of amount, $3,828,012.37, applies to Elevator property; details of this amount and status of valuation reporting follows:

ANALYSIS OF COST and Reporting

(A) - Property as of Valuation Date; capitalized in Account 701:

Included in Inventory as Non-Carrier:

Land, Parcel 1, Map 8KB, area 10.20 acres, value — $ 250.00

Improvements - Elevator constructed 1906 with Additions in 1913 and 1915. Value — 1,254,971.00

Total as Inventoried — 1,255,221.00

Add difference between original cost and inventoried value — 7,137.16

Actual Investment Cost:

Land — $ 12001.00

Elevator — 1,250,407.16

Total book cost of inventoried property — 1,262,408.16 — 1,262,408.16

(B) - Property Changes since Valuation Date; capitalized in Account 701:

Reported on Subschedule "F" as Non-Carrier:

Reports	Additions	Retirements
6-30-16 to 12-31-27	1,799,[illegible]	[illegible]
Year 1928	[illegible]	
1929	[illegible]	
1930	[illegible]	
1931	901 [illegible]	245 40
1932 Supplement	[illegible]	
Total	[illegible]	[illegible] Net Non-Carrier Reporting — [illegible]

Deduct difference between investment shown on reported cards (minor discrepancies) — 2 40

Total book cost of property added since inventory — [illegible]

(C) - Reclassification of Portion of Land from Non-Carrier to Carrier:

Due to construction of tracks on portion of Parcel 1 in 1920, this land became carrier property; reporting for this reclassification is shown on sheet 3 of this report.

Deduct - Original Cost of Old Lines on Parcel 1, Map 8KB — [illegible]

Grand Total Book Cost of Property Transferred from Account 701 to 705 — [illegible]

I. C. C. Form No. 555—Subscribers to—Real Estate.

Owner The Atchison, Topeka and Santa Fe Railway Company

Operating company As

State Kansas

County Brandeis

Valuation section Kansas 1

From Missouri State Line

to Turner

REPORT TO INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION
BY

The Atchison, Topeka and Santa Fe Railway Company
(Name of reporting carrier)

Statement showing changes in that physical property of owning company which is held for purposes other than those of a common carrier for the period from Jan 1, 1934 to Dec 31, 1934

3682

Sheet No. 3 of 3 sheets

Date compiled April 4, 1935

Compiled by W B Reinecki

Correct

Title

Map No.	Parcel No.	Custodian's No.	Kind of Instrument	Date of Instrument	Grantor	Grantee	Recorded: Book	Recorded: Page	Recorded: Date	Area: Acres	Area: Square Feet	Acquisitions During Period: Consideration Given in Acquisition: Amount	Character of Expenditure	Date, Description, and Cost of Improvements: Date	Description	Cost	Sales, Transfers, or Retirements During The Period: Amount of Consideration Given in Acquisition	Amount of Consideration Received From the Sale or Retirement	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(16)	(16)	(17)	(18)	(19)	(20)

U. P. EXHIBIT NO. 829

U. P. EXHIBIT NO. 341

NW¼SW¼

SW¼SW¼

No 15

No 11

No 10

No 2

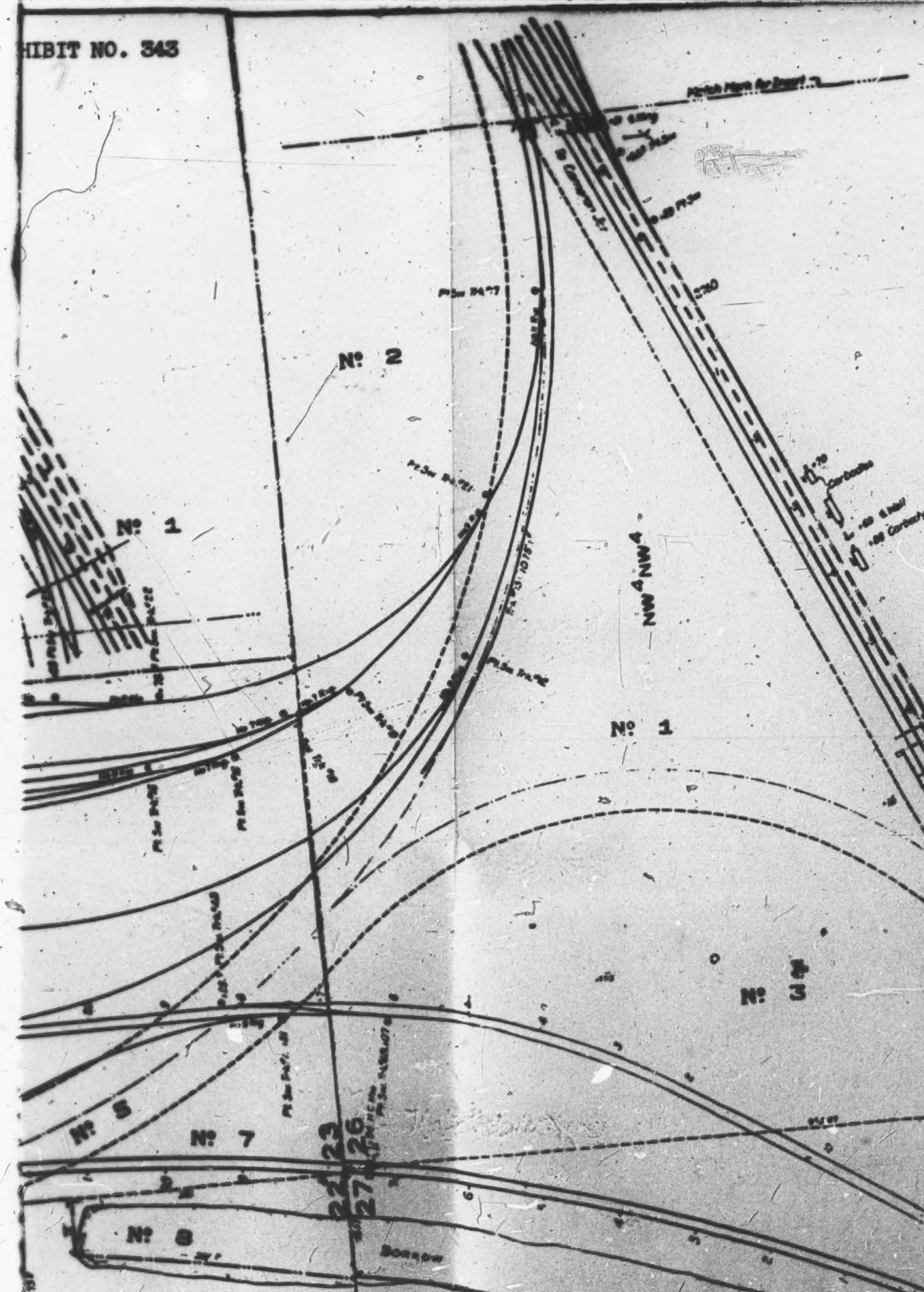
No 6

No 14

No 13

Match Mark for Insert I. 1

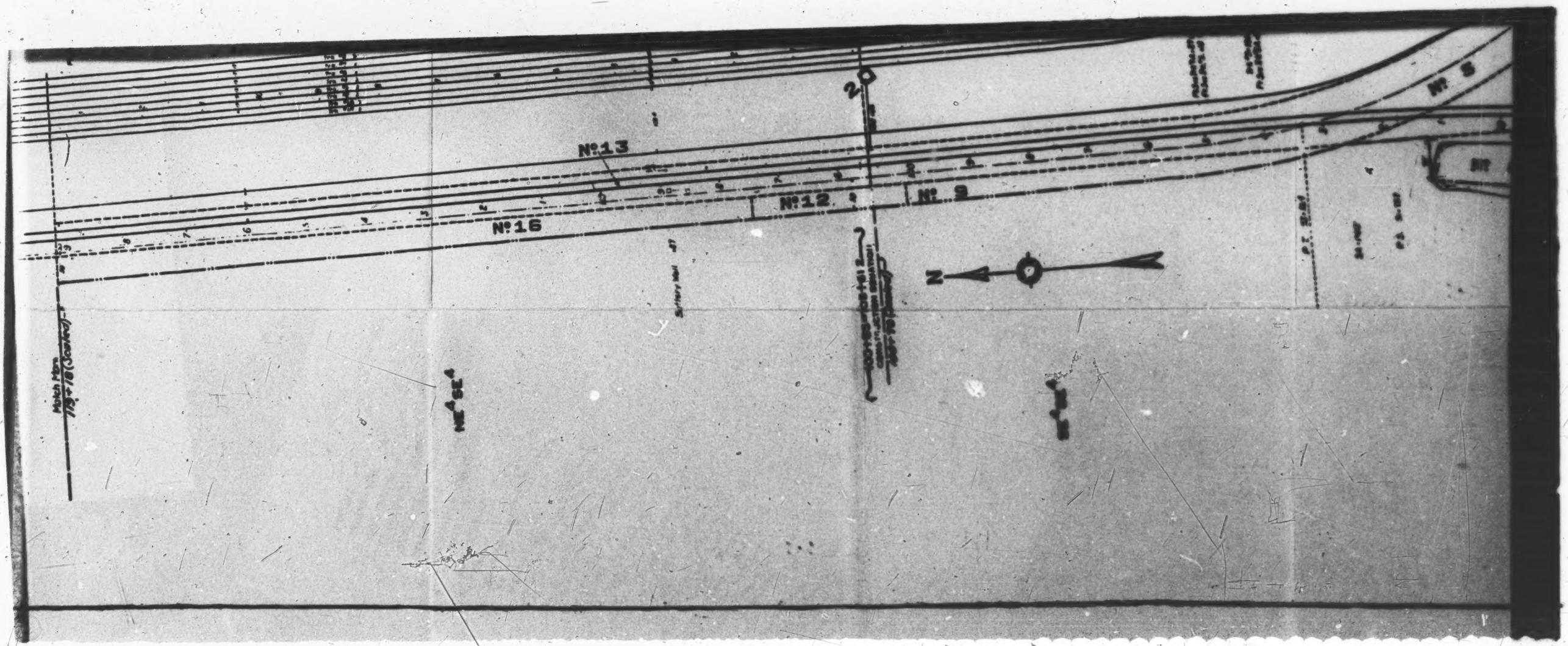
HIBIT NO. 343



Plat No.	Cadastre Block No.	Kind of Inst.	Date of Inst.	GRANTOR	GRANTEE
1	26	Cond.		Campbell, Robins Co. 10 al	L.C.St.R. & C.R.R.
	26 A	A C	1/15/77	John C.Lindley 26 al	L.C.St.R. & C.R.R.
2	1290	W D	10/5/01	Hugh L.McElroy 24 ux	C. R. & C. R.R. C
3	"	"	"	"	"
4	1288	W D	12/22/05	U.S. & Kansas Trust Co.	C. R. & C. R.R. C
5	25	Cond.			
	25 A	A C	1/15/77	John C.Lindley 26 al	L.C.St.R. & C.R. Co.
6	1290	W D	10/5/01	Hugh L.McElroy 24 ux	C. R. & C. R. R.
7	"	"	"	"	"
8	23	A C	8/30/71	E.A.Brooks	L.C. & C.R.R.R.Co
	1264	W D	2/28/07	Kansas City Water and Electric Lt.Co.	C.R. & C.R.R.Co.
9	24	Cond.		C.H.Jones	L.C.St.R. & C.R.
	24 A	A C	2/2/76	[illegible] 24 ux	L.C.St.R. & C.R.
10	1293	W D	1/4/06	K.C.Suburban City Development Co.	C.R. & C.R.R.Co.
11					
12					
13	1443	Cond.	12/9/70	Thomas Flint Jr al	M. V. R.R. Co.
14	1139	W D	10/5/01	Hugh L.McElroy 24 ux	C.R. & C.R.R.Co.
15	1260	W D	11/8/05	A.C.Stevens 23 al	C.R. & C.R.R.Co.
16	19	Decree	3/1/70	Jno.C.Stevens, Admr. 24 al	L.C.St.R. & C.R.

3153
3687

Page No.	Index Sheet No.	Kind of Inst.	Date of Inst.	GRANTOR	GRANTEE	RECORDED Book	Page	Date	AREA Acres	Sq.Ft.	REMARKS
1	16	Cont.		Campbell, Edith Co. et al	E.C.St.J. & C.B.St.Cl						
	16 A	Q C	1/16/77	John C.Kelly Et al	E.C.St.J. & C.B.St.Cl	44	518	11/27/77			
2	1260	W D	10/5/01	Hugh L.McElroy Et ux	C. B. & Q. R.R. Co.	156	167	1/15/02			
3	"	"	"	"	"	"	"	"			
4	1222	W D	12/20/16	U.S. & Montana Trust Co.	C. B. & Q. R.R. Co.	167	164	12/24/07			
5	16	Cont.									
	16 A	Q C	1/16/77	John C.Kelly Et al	E.C.St.J. & C.B.St.Cl Co.	44	518	11/27/77			
6	1260	W D	10/5/01	Hugh L.McElroy Et ux	C. B. & Q. R. R. Co.	156	167	1/15/02			
7	"	"	" "	"	"	"	"	"			
8	23	Q C	8/30/71	E.A.Preston	E.C. & C.B.R.R.Co.	121	638	1/27/04			
	1464	W D	8/28/07	Helena City Water Ref. and Electric Lt.Co.	C.B. & [illegible]	167	469	8/28/07			
9	16	Cont.		[illegible]	E.C.St.J. & C.B.St.Cl						
	16 A	Q C	1/16/77	[illegible] Et ux	E.C.St.J. & C.B.St.Cl	30	381	1/21/74			
10	1585	W D	1/4/26	Helena City Development Co.	C.B. & [illegible]	160	594	1/27/06		42000	
11										1220	Not exmd.
12										1260	Adverse possession.
13	1665	Cont.	12/9/70	Thomas Flint Et Al	H. V. R.R. Co.	12	273			83579	
14	1259	W D	10/5/01	Hugh L.McElroy Et ux	C.B. & Q.R.R.Co.	156	170	1/15/02		139938	
15	1860	W D	11/8/05	A.C.Stewart Et al	C.B. & [illegible]	159	558	11/25/05		130680	
16	19	Decree	3/1/78	Th.C.Dorsey, Admr. Et al	E.C.[illegible] & C.B.Pl.Cl	15	142	5/21/78		45045	


No 13
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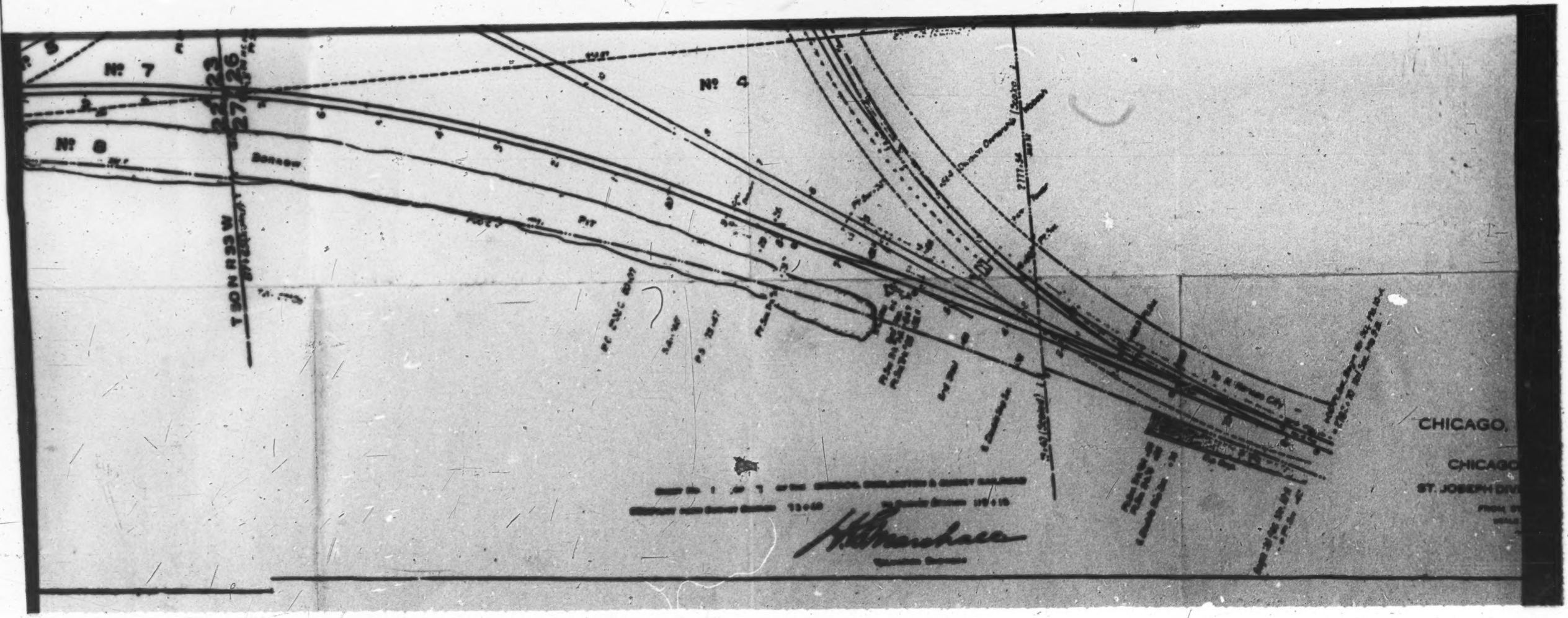
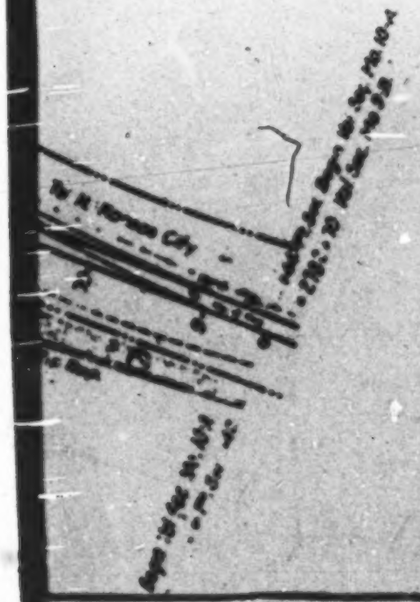

№ 7
№ 8
№ 4
TOWNSHIP 37 N. RANGE 13 W
Bonnow
Pitt
CHICAGO,
CHICAGO
ST. JOSEPH DIV
Milwaukee



STATION MAP

MURRAY YARDS

CLAY COUNTY

CHICAGO, BURLINGTON & QUINCY R. R. CO.

OPERATED BY THE

CHICAGO, BURLINGTON & QUINCY R. R. CO.

ST. JOSEPH DIVISION — N. KANSAS CITY TO ST. JOSEPH

FROM STATION 73+40 — TO STATION 119+15

SCALE 1 IN. = 100 FT. — JUNE 20, 1917

OFFICE OF VALUATION ENGINEER, CHICAGO, ILLINOIS

V. No. 10-A
374

No

U. P. EXHIBIT NO. 344

3688

Exhibit No. 344 Date Issued MAY 9 1950

Date received

Compiled by

Checked

Title

Date Issued MAY 9 1950

Map No.	Parcel No.	Group Code No.	Kind of title acquired	Date of title acquired	Grantor	Grantee	Area: Acres	Area: Square feet	Consideration given in acquisition: Amount	Consideration given in acquisition: Character of expenditure	Data, description, and cost of improvements: Date	Data, description, and cost of improvements: Description	Data, description, and cost of improvements: Cost	Rent, insurance, or maintenance during the period: [redacted]	Rent, insurance, or maintenance during the period: Amount of rent during the period	Remarks
						STATE OF [redacted]										
21A	Pts. 18 & 19	-	-	-							12-20-50	Remove bright cable, $488.70 3'9"x12'x0"x0" to the Ryan Elevator office and install toilet, lavatory and shower		$27.00		AEE 24211, Rec. 26
21A	Pts. 18 & 19	-	-	-							2-21-54	Installing circuit, steel conduits	725.00			AEE 24519
21A	Pts. 18 & 19	-	-	-							3-23-55	New motors legs 1,2,3,4,5,6,7 & 8 in Kinney Elevator. Install steel over existing and reconditioning electric equipment at Kinney elevator.	566.77	41.00		AEE 25259.
21A	Pts. 18 & 19	-	-	-							3-1-56	Install explosion type ventilators over eight main elevator legs and replace bearings on belt conveyor,	2402.85	221.00		AEE 26092
21A	Pts. 18 & 19	-	-	-								belt trigger chutes at the Kinney elevator.				
21A	Pts. 18 & 19	-	-	-							3-23-56	Assessment for power on Kinney	2.42			AEE 26240
21A	Pts. 20 & 29	-	-	-							3-12-57	District No. 2, E. Kansas City Removals and repairs necessary to continue use of elevator for loading on Santa Fe Railway at E. Kansas City	4247.07	1630.00		AEE 26468

K-1

U. P. EXHIBIT NO. 345

(Fastened at the left side with blue ribbon and sealed with a red seal)

INTERSTATE COMMERCE COMMISSION

WASHINGTON

I, W. P. BARTEL, Secretary of the INTERSTATE COMMERCE COMMISSION, do hereby certify that the attached are true copies of sheets containing land data of the Bureau of Valuation of said Commission on the properties of the Union Pacific Railroad Company, the originals of which are now on file and of record in the office of said Commission.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Seal of said Commission this 1st day of May, A. D. 1940.

(Signed) W. P. Bartel
SECRETARY OF THE INTERSTATE COMMERCE COMMISSION

LAND RPT. SHEET A3 OF JUNE 30, 1919

OLD COPY

9

I.C.C. Form No. 570

Carrier under valuation: Chicago, Rock Island & Pacific Railroad Company

Valuation Section No. 1 State: Kansas

From: Missouri State Line To: Kansas City

Miles in Valuation Section: 3.961

INTERSTATE COMMERCE COMMISSION
BUREAU OF VALUATION

3690

59

ASSEMBLY OF LAND ZONES OF A VALUATION SECTION

CLASS 1—LANDS OWNED AND USED BY OWNER FOR ITS PURPOSES AS A COMMON CARRIER

ITEM	MAP	LIMITS OF ZONE From	To	NAME OF CITY OR COUNTY	AREA Square feet	Acres	APPRAISED UNIT VALUE	PRESENT VALUE	REMARKS	For Sec. Rule 1-3
								12/31/34 ← Use same units for 12-31-36		
1	SL-1A	Parcel 1		City - Kansas City	748,685		$ 0.75	$.854 185,611		111,967.
2	SL-1A	Main Line 49+05	68+99	do	949,117		0.19	.154 187,939		141,368.
		Bypass Line 0+00	17+10							
2-A	SL-1B		22+09	do	90,775		0.[illegible]	.154 11,765		7,856.
3	SL-1B	Parcels 27,28,30,32		do	8,959		0.32	.204 2,039		1789.
4	SL-1B	23+00	25+00	do	13,050		0.60	.364 8,130		4914.
5	SL-1B		37+05	do	50,029		0.45	.304 19,597		10006.
6	SL1A,SL1B	Main Line 68+49	80+16.7	do	1,904,970		0.16	.154 318,185		293,241.
7	SL1A,SL1B, SL-1B		99+00	do	2,986,350		0.16	.104 359,813		228,633.
8	SL-1C	Parcels 73,74,75		do	234,689		0.227	.054 16,101		10,702.
9	SL-1C	99+66.5	113+60	do	181,725		0.185	.154 28,979		18,204.
10	SL1C,SL1D		139+60	do	289,287		0.053	.154 15,932		43431
11	SL-1D		151+30	do	198,371		0.22	.084 19,617		12,678.
12	SL-1D		157+70	do	87,685		0.15	.054 6,774		2,168.
13	SL-1D		159+65	do	9,520		0.20	.084 1,599		762.
14	SL-1D		160+69	do	22,577		0.10	.064 2,259		1734.
15	SL-1E		180+50	do	599,699		0.22	.074 63,573		41987.
16	SL-1E		194+22	do	256,245		0.22	.074 27,169		17923.
17	SL1E,SL1F		198+00	do	333,687		0.20	.064 23,917		23914.
18	SL-1F		199+69	do	156,000		0.[illegible]	.038 [illegible] of land in 1933		10,920.
18-J	SL-1F	Parcels 60,63		do	6,979		0.[illegible]	[illegible]		
19	SL1A 2	199+69	216+73.3	do		6.01	1,000.00	100% 7,010	Area required for Item 10-J increases Carrier's [illegible] with ruling position of 10.5% on 6% [illegible] owned and used by Carrier, C.R.I. & P. Ry. and Kansas City Terminal Ry., each company owning a undivided one-half interest	
20									Revised area required as of June 30, 1919 by direction of the Commission	
				Total (All Values)		185.65		2,375,459		1936

Note.—Where the initial station number of a zone is not shown it will be understood that it is the same as the terminal station of the preceding zone.

PLAINTIFF'S EXHIBIT NO. 346

Deed No.	Map Ref. Block No.	Date of Deed	Grantor	Grantee	Area Square Feet	Area Acres	Recorded Date	Recorded Book	Recorded Page	Consideration Amount	Consideration Paid	Width of Strip Taken Feet	Width of Strip Taken Inches	Remarks
	Parcels 39 & 40		See Map Sections 31, 1-C											
41	Advr. Pass	1866	City of Wyandotte	Union Pacific Ry	864									Spur Station 88+38.2
42	W.D.	3-2-78	Caroline M. Van Hansen & husbd.	Kansas Pacific Ry.	28898		3-7 78	Q	448 449	5834		6	11	88+88.8
	W.D	3-28-78	Caroline M. Van Hansen & husbd.	Kansas Pacific Ry			4-6 78	Q	448 449	5813		6	11	
43	Agr'm	1-2-16	Mo. Pac. Ry. Co.	Union Pacific R.R.	92592					9000 Cons				72+28
44	W.D.	3-25-78	Nicholas McAlpine and Wife, etal	Kansas Pacific Ry.		1.486	3-16 91	178	198	6935	2397	6	11	88+50
	Q.C.D.	6-1-89	J.C. Stout & Wife	Union Pacific Ry.			7-9 89	128	586	5848		6	11	
	Q.C.D.	6-1-89	J.C. Stout & Wife	" " "			7-9 89	136	111	5845		6	11	

Deed No.	Map Ref. Block No.	Date of Deed	Grantor	Grantee
45	W.D.	3-25-78	Nicholas McAlpine and wife, etal	Kansas Pacific Ry.
	Q.C.D.	6-1-89	J.C. Stout & Wife	Union Pacific Ry.
46	W.D.	3-25-78	Nicholas McAlpine and wife, etal	Kansas Pacific Ry.
47				
48	Q.C.	7-7-85	City of Wyandotte	Union Pacific R.R.
			City of Wyandotte	" " "
49				
98	Q.C.D.	7-7-85	City of Wyandotte	Union Pacific Ry.

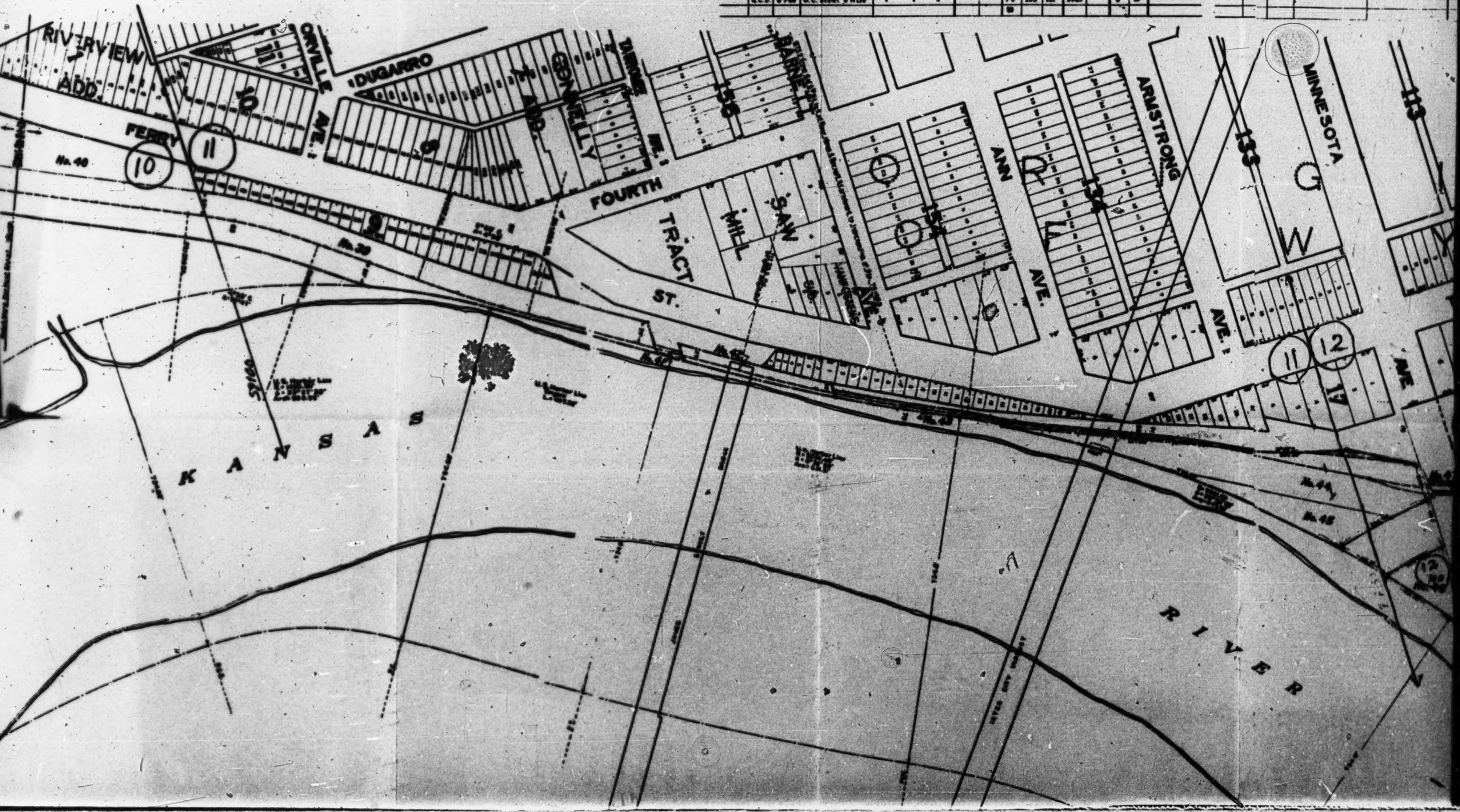
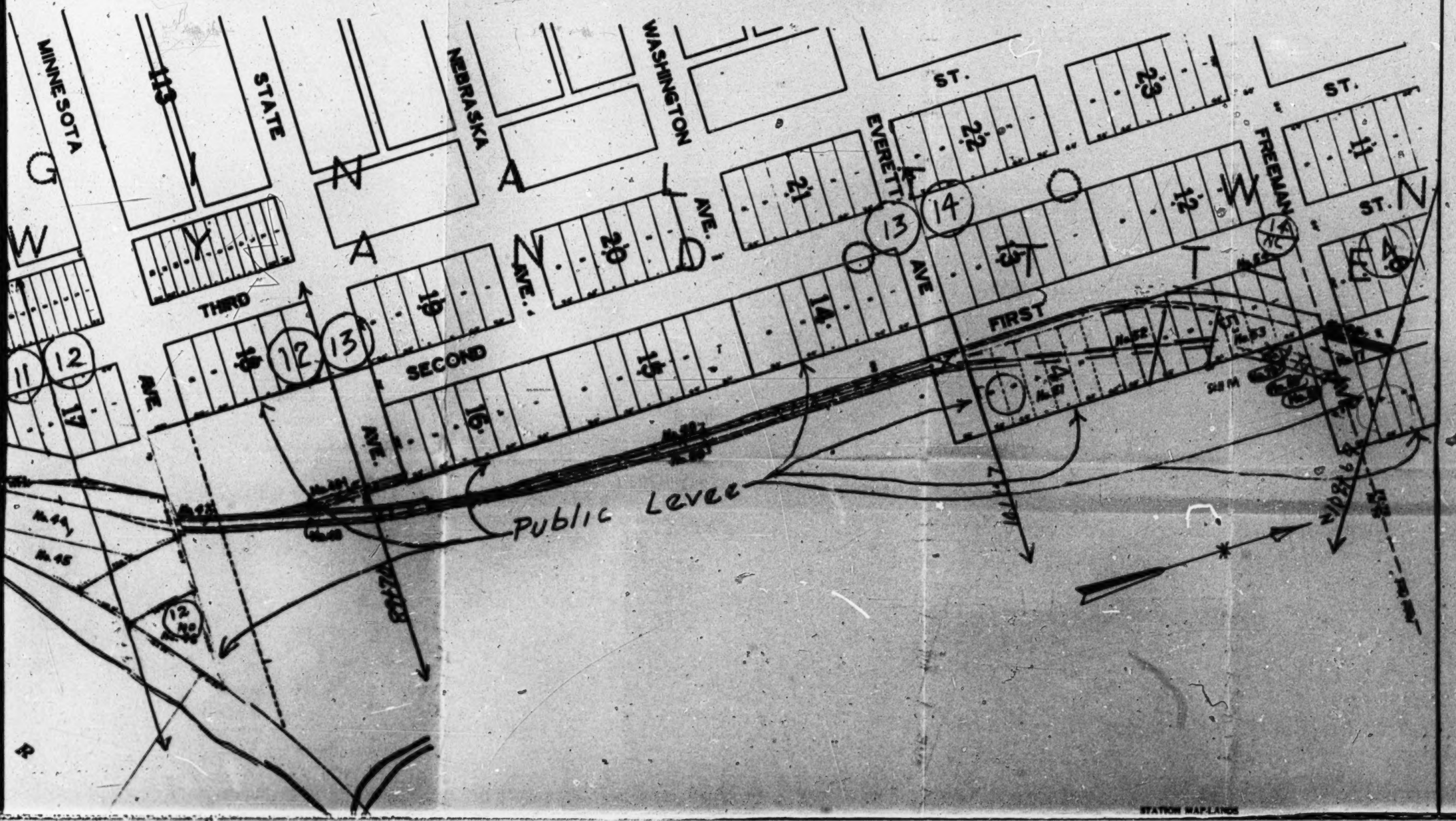


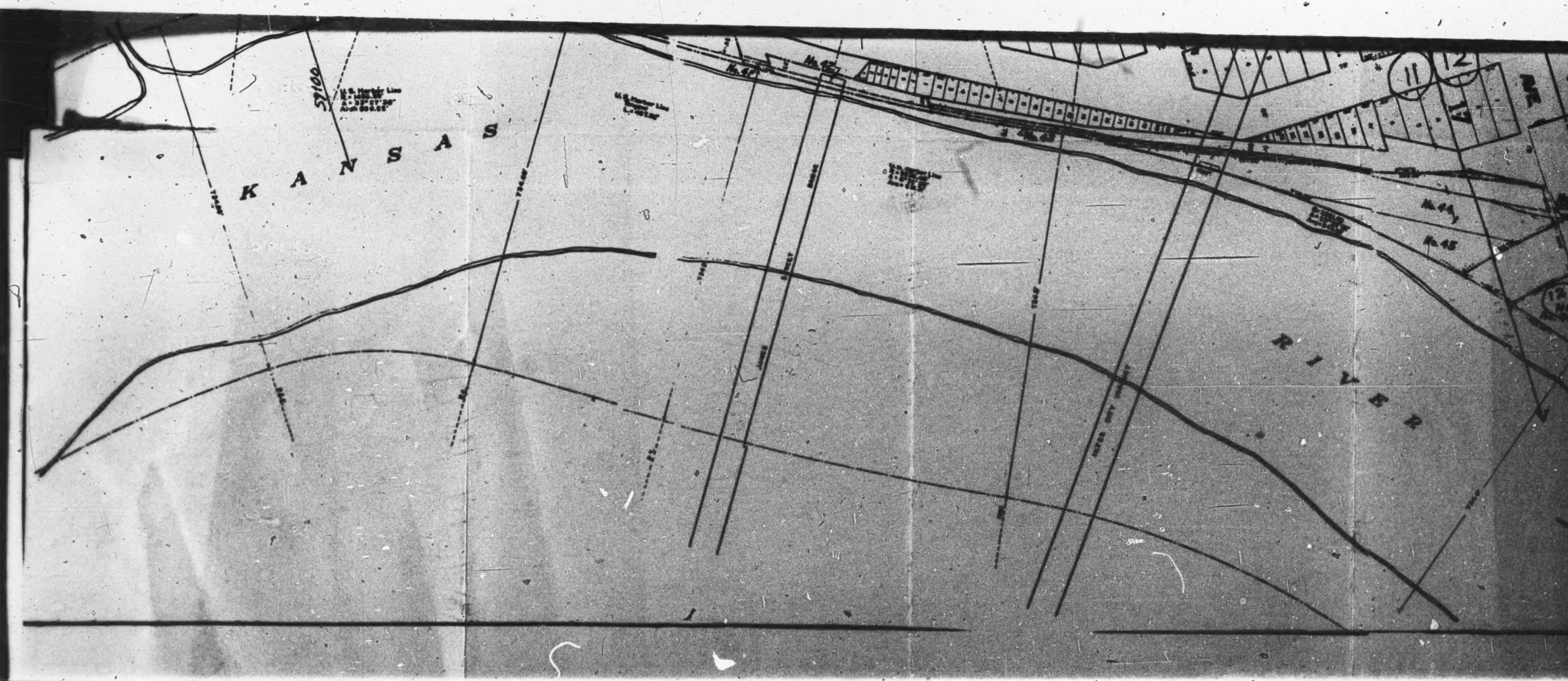
EXHIBIT NO. 346

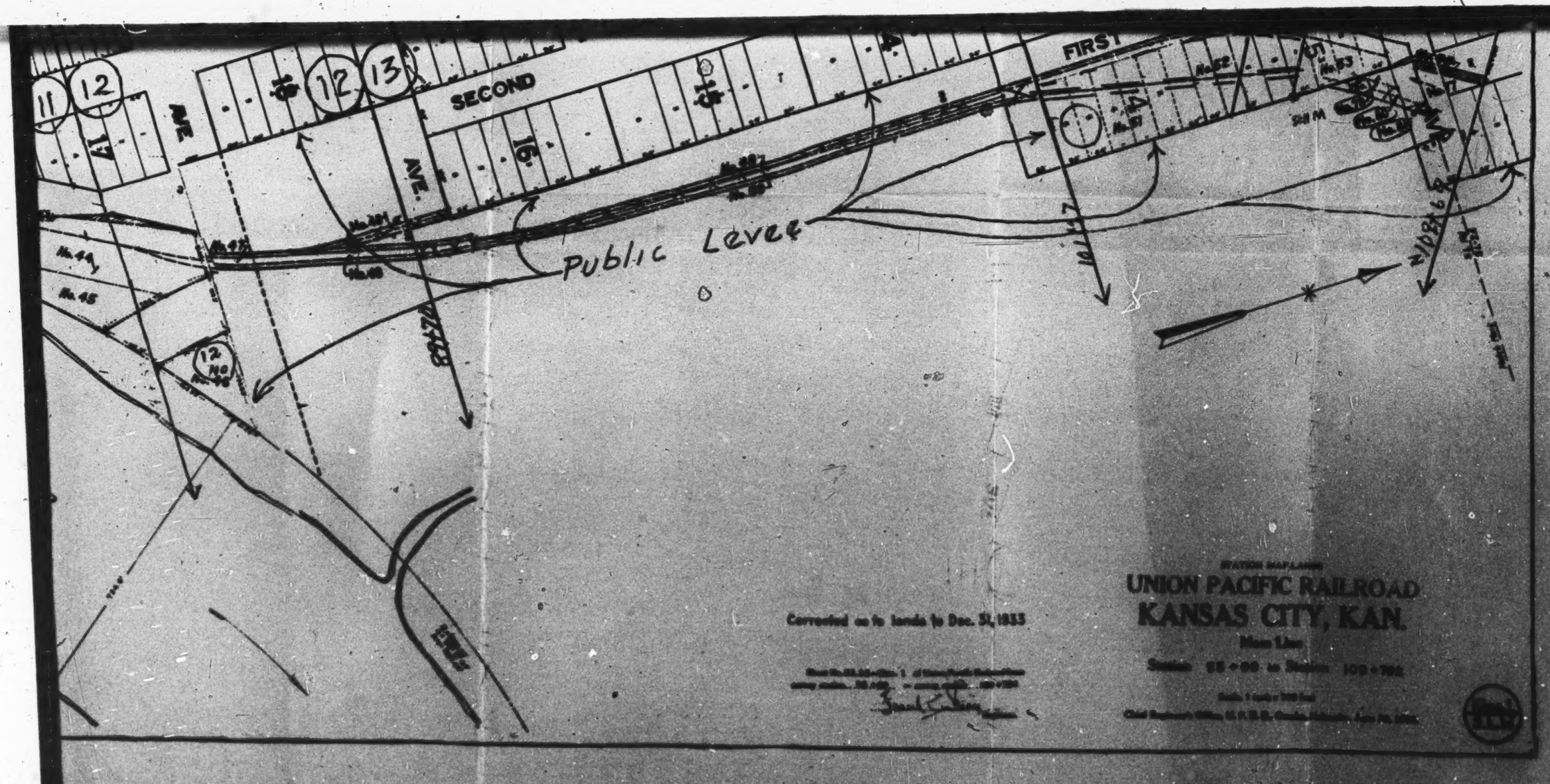
	GRANTOR	GRANTEE	AREA		RECORDED			CONSIDERATIONS GRANTED		CHAIN ENDS AT CORNER OF		REMARKS
			Square Feet	Acres	Date	Book	Page	Audit	Chief Engr.	South	Feet	
5-25-78	Nicholas McAlpine and wife, etal	Kansas Pacific Ry	21600		5-14	176	190	5955	2397	9	13	
					91							
5-1-89	J.C. Stout & Wife	Union Pacific Ry.			7-9	135	111	5945		9	13	
					89							
5-25-78	Nicholas McAlpine and wife, etal	Kansas Pacific Ry	14315		5-14	176	190	5955	2397	6	13	Triangular
					91							
			2640									
7-7-85	City of Wyandotte	Union Pacific R.R.	7995		6-22	2	121	5921	6093			88+97
					97							
	City of Wyandotte	" " "			12-28	6	81-89	5880		6	12	
					83							
			31640									
7-65	City of Wyandotte	Union Pacific Ry.	9510		6-22	2	121	5921	6093			
					97							

						AREA		DIMENSIONS				CONSIDERATIONS GRANTED		CHAIN ENDS AT CORNER OF		REMARKS
						Square Feet	Acres	Date	South	Feet	Page	Audit	Chief Engr.	South	Feet	
In	W.D.	3-10-93	Wyandotte City Co.	Union Pacific Ry.		30000		7-10	1	119		9081		6	8	
								66		330						
Ut	Order	3-10-93	Town of Wyandotte	" " "		30007						9236	20086			
—	407															
In	W.D.	3-10-93	Wyandotte City Co.	" " "		30000		7-10	0	330		9081		0	0	
								66		330						
In	W.D.	3-10-93	Wyandotte City Co.	" " "		7500		7-10	0	330		9081		6	8	Triangular
								66		330						
In	Adv.	3915	City of Wyandotte	" " "		3000										
	Poss															

3691



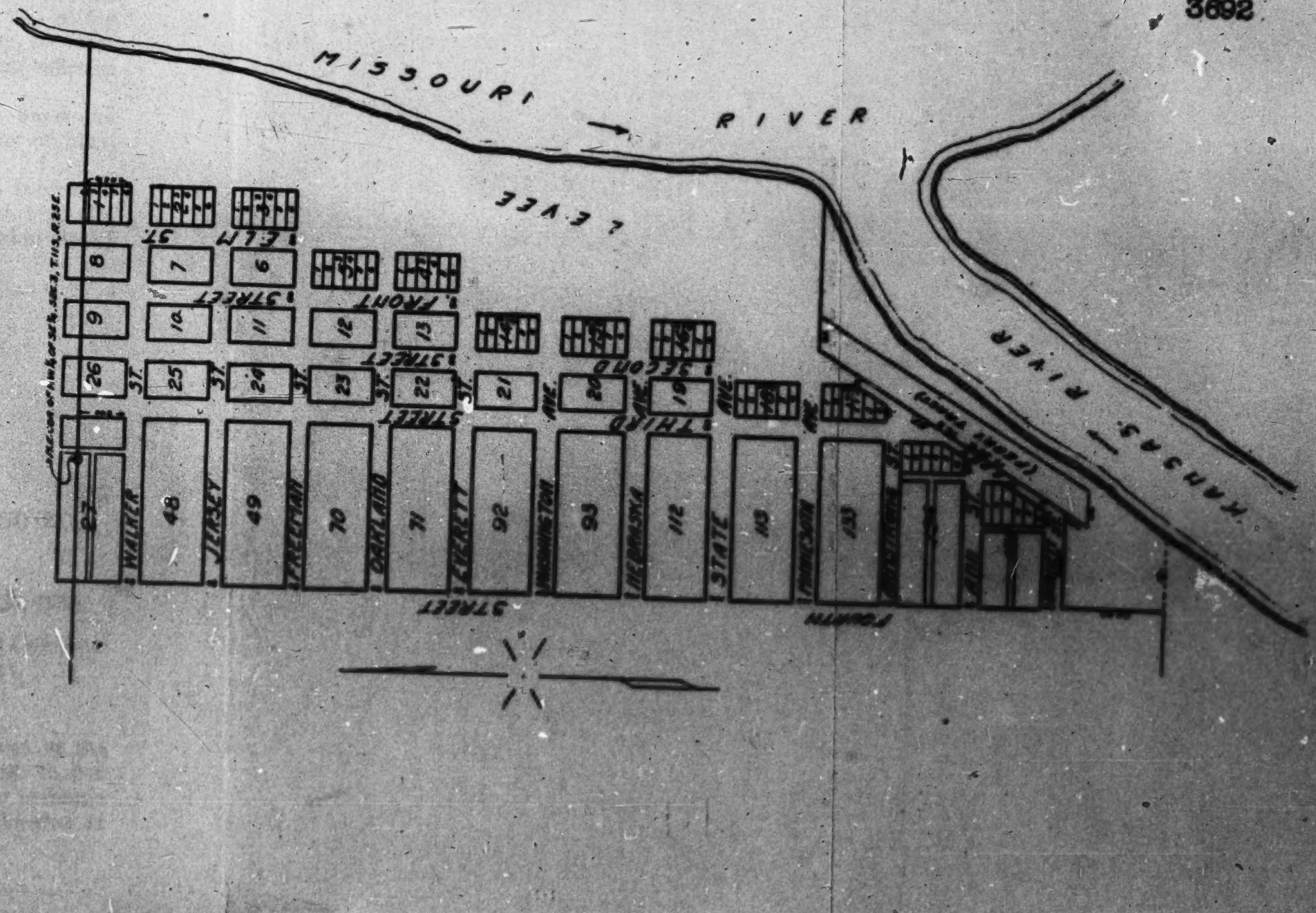

KANSAS
RIVER
11
12


SECOND
FIRST
AVE.
Public Levee
Corrected as to tracks to Dec. 31, 1933
STATION MAP ALONG
UNION PACIFIC RAILROAD
KANSAS CITY, KAN.
Main Line

3758

U. P. EXHIBIT NO. 347

3692



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[fol. 3693] UNION PACIFIC EXHIBIT No. 348

Bernice Jackson

May 9, 1940

Interstate Commerce Commission, Washington

I. W. P. Bartel, Secretary of the Interstate Commerce Commission, do hereby certify that the attached are true copies of sheets containing engineering data of the Bureau of Valuation of said Commission on the properties of the Chicago, Burlington & Quincy Railroad Company, the originals of which are now on file and of record in the office of said Commission.

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission this 1st day of May, A. D. 1940.

(Signed) W. P. Bartel, Secretary of the Interstate Commerce Commission. (Fastened with blue ribbon and Interstate Commerce Commission Seal.)

[fol. 3694] UNION PACIFIC EXHIBIT No. 348

Bernice Jackson

May 9, 1940

Page 1

222

GSD:ECJ

Bureau of Valuation

January 29, 1936.

Subject: Chicago, Burlington & Quincy Railroad Company Grain Elevator at North Kansas City, Missouri.

Mr. E. I. Lewis, Director:

In response to the request of Mr. Leslie Craven of the Federal Coordinator's staff, contained in his letter to you dated November 20, 1935, we submit herewith our estimate of the elements of value of the grain elevator located at

North Kansas City, Missouri, owned by the Chicago, Burlington & Quincy Railroad Company and leased to the Farmers' National Warehouse Corporation.

Original Cost to Date, exclusive of Land	$1,235,409*
Original Cost to Date, exclusive of Land reduced in proportion to depreciation	988,327
Cost of Reproduction New Based on 1934 Period Prices	1,364,709
Cost of Reproduction Less Depreciation based 1934 Period Prices	1,086,817
Cost of Reproduction New Based on 1934 Spot Prices	1,383,151
[fol. 3695] Cost of Reproduction Less Depreciation based on 1934 Spot Prices	1,101,504
Present Value of Lands	4,200

There is also furnished certain other information as requested by Mr. Craven.

Page 2

Grain Elevator at North Kansas City, Mo. — 2. C. B. & Q. R. R. Co. 223.

Descriptive

(1) The elevator property used by the Warehouse Corporation on December 31, 1934, consisted of the following units:

Structural steel, reinforced concrete, and tile work house with storage bins.

Brick and steel power house.

Two tile and reinforced concrete houses with storage bins.

Brick office building.

36 reinforced concrete storage tanks.

Structural steel and tile shed over unloading tracks.

Auxiliary buildings consist of a shop, dust house, concrete drier house, talleyman's office and house and hydrant house.

All of the above property is in active service.

---

* Costs of land not included for the reason that such costs could only be obtained on an arbitrary pro rata basis.

This plant is fairly modern, power being furnished by electric motors and grain being unloaded by shovels.
[fol. 3696] The boilers in the power house are used in furnishing heat to the offices and heat for the grain drier. The plant appears to be in a good general state of maintenance; much of the structural steel has recently been painted, foundations appear to be of the proper design, and concrete work is in good condition. A little trouble has been encountered with water in the basement. The bins are equipped with Zelany thermometer system.

(2) Construction dates are as follows:

Work house, 1906-1921.
Power house, 1906.
One of the concrete houses with storage bins in 1907, the other 1914.
Office building, 1906-1917.
Storage tanks, 1925.
Shed over the unloading tracks, 1906-1921.

(3) The land involved consists of an irregular tract adjoining the lessor's Departure Yard.

(4) The work house is 59.2′ x 182′ x 84′ high, with a storage capacity of 400,000 bushels.
Power house is 48.4′ x 87′ with chimney 7′ x 165′.
One of the concrete houses is 67.8′ x 135.4′ x 86′ high, with storage capacity of 500,000 bushels; the other is 68′ x 135′ x 86′ high, with storage capacity of 500,000 bushels.
[fol. 3697] The office building is 1-story, 13′ x 34′.
The shed over the unloading tracks is 48½′ x 108′.

Page 3

Grain Elevator at North Kansas City, Mo. — 3. C. B. & Q. R. R. Co. 224.

(4) cont. The 36 storage tanks have a total capacity of 1,000,000 bushels.
The shop is 20′ x 38′.
The dust house is 14.5′ x 18.5′.
The talleyman's office is 6.1′ x 13′.
The total storage capacity of the layout, including the work house, is 2,400,000 bushels.

(5) There are three tracks, with a length totaling 8,140 track feet, exclusively serving the elevator. There are

six adjacent yard tracks with a total length of 17,200 feet which are partly used in serving this plant. None of these tracks have been included in the above estimates as they are not leased to the Warehous- Corporation.

——— ———, Head Valuation Engineer. ——— ———, Head Auditor Property Changes. ——— ———, Head Land Appraiser.

(Here follows 1 photolithograph, side folios 3698-3699)

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U. P. EXHIBIT NO. 249

WALNUT STREET

4TH STREET

MAIN STREET

4TH STREET

3RD STREET

SOUTH ISLAND

MIDDLE ISLAND

NORTH ISLAND

SOUTH WHOLESALE BUILDING

NORTH WHOLESALE BUILDING

SW CENTRAL WHOLESALE BUILDING

3762A

U. P. EXHIBIT NO. 350
A.S.R. Line
New Yard
Mo. Pac. R.R.

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[fol. 3700] U. P. Exhibit No. 351

Bernice Jackson

May 9, 1940

Page 1

(Pencil notation: 12 (a))

(Stamped—Filed Feb. 15, 1940, Public Service Commission.)

Before the Public Service Commission of the State of Missouri

Case No. 9845 (ink figure)

Kansas City, Missouri, Complainant,

vs.

Missouri Pacific Railroad Company, Guy A. Thompson, Trustee Missouri Pacific Railroad Company, The Alton Railroad Company, Kansas City Terminal Railway Company and Kansas City Public Service Company, Defendants

Application of Kansas City, Missouri, for an Order Approving the Plans of a Viaduct, Including Approaches and Retaining Walls, Over the Tracks of the Defendants Near Second Street and Grand Avenue in Kansas City

Now comes Kansas City, Missouri, a municipal corporation, duly organized and existing under and by virtue of the constitution and laws of this state, and operating under a special charter adopted by its people for its own local self-government, and asks for an order of this Commission approving the plans of a reinforced concrete and steel [fol. 3701] viaduct from a point in Grand Avenue 300 feet North of the center line of Second Street, measured along the center line of Grand Avenue, running thence to the City Levee at a point near the Northerly prolongation of the Westerly line of Old Town Reserve, a subdivision of land, including approaches and retaining walls, in Kansas City, Missouri, over the tracks of the defendants, and in support thereof, states:

MAIN

SOUTH WH

SOUTH ISLAND

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21

WALL

349

RETAIL BUILDING

9 10 11 12 13 14 15 16 17

9 7 6 5 4 3 2 1

5TH STREET

487.50 x 286
139,537.50 square feet.

MISSOURI PRODUCE TERMINAL

Kansas City MISSOURI

Scale: 1"=50'

May 1, 1958

3698

(1) That Kansas City, Missouri, under Ordinance No. 5686 passed January 22, 1940, authorized and provided for the construction of a reinforced concrete and steel viaduct from a point in Grand Avenue 300 feet North of the center line of Second Street, measured along the center line of Grand Avenue, running thence to the City Levee at a point near the Northerly prolongation of the Westerly line of Old Town Reserve, a subdivision of land, including approaches and retaining walls, extending over and spanning the

railroad tracks of the defendants according to the general plans therefor submitted to the Council of Kansas City with said ordinance and herewith filed with this application, which shows the location of said public improvements and structures, the length, height, width, location of the supporting columns, character of construction, roadways, sidewalks, hand rails, overhead and side clearances as they affect said railroads, the grade elevations and the grades of said public improvements, and structures, [fol. 3702] and other information.

(2) That said ordinance provides that in the construction of said viaduct and improvements it will be necessary to acquire some additional land and rights-of-way therefor, and that it is contemplated and expected that Kansas City will be able to secure all of the rights-of-way and private property for the purposes aforesaid by private negotiations with the owners or lessees thereof, but that if such land and rights-of-way cannot be so acquired by private negotiations, then Kansas City shall file and prosecute in the Circuit Court of Jackson County, Missouri, at Kansas City, proceedings to condemn said land and private property and rights-of-way, and ascertain the value thereof as provided by Article 6 of the Charter of Kansas City, Missouri, providing for the condemnation of private property for public use.

(3) That said ordinance provides that the cost of all of the foregoing improvements in said ordinance provided for and authorized, including the cost of the necessary lands, easements and rights-of-way, and the land damages, if any, on account of the construction of the aforesaid

viaduct and public improvements, shall be borne and paid by Kansas City, Missouri out of its funds made available for such purposes, and without direct expense or cost to the abutting property owners.

(4) That is is necessary that this Commission pass upon this application to approve said plans and grant to Kansas [fol. 3703] City permission to so construct said viaduct, including approaches and retaining walls, at as early date as is reasonably possible in order to get the work started and the structures completed without delay.

Page 3

(5) That there is filed herewith by each of the defendants entry of appearance and waiver of hearings and notice of hearing before this Commission on this application, and consent by each of said defendants that said viaduct, including approaches and retaining walls, may be constructed as planned, and that this Commission may make an order herein as requested by Kansas City approving said plans and granting permission to Kansas City for the construction of said viaduct, including approaches and retaining walls, as shown by said plans.

(6) Complainant further states that said viaduct will afford a safe and adequate way for vehicles and pedestrians entering and crossing said Front Street from Grand Avenue and from Main and Delaware Streets lying immediately to the West thereof, and complainant avers that because of the hazard and danger to the public, the grade crossings over the railroad tracks in Front Street, within the boundaries of Grand Avenue, Main Street and Delaware Street, extended northwardly across said Front Street, and the northernmost entrances to said avenue and streets at the [fol. 3704] South line of Front Street, should, upon completion of said viaduct, be closed to vehicular and pedestrian travel.

(7) Complainant further states that the construction of the viaduct will require the removal of the existing track of Kansas City Public Service Company in the center of Grand Avenue, as indicated by dotted lines on Sheet S-1, and the construction of a new track along the West side of Grand Avenue in the location indicated on Sheet S-1

and marked "K. C. P. S. Co. Track". The vertical clearance of said viaduct over the new location of said Street Railway track at First Street will be sixteen (16) feet, as shown by said plan, which is less than the vertical clearance now required by law. Complainant states that it will be impracticable to construct said viaduct over said Kansas City Public Service Company's tracks, as re-located, with greater vertical clearance than that shown in said plans.

Page 4

(8) Complainant attaches hereto as part of this application the following exhibits:

(a) Certified copy of Ordinance No. 5686;

(b) Location plan of Grand Avenue Viaduct at Second Street, Sheet No. 1;

(c) Plan of track clearances for Kansas City Public Service Company, Sheet S-1;

[fol. 3705] (d) Plan for track clearances at crossings of Alton Railroad Company and Kansas City Terminal Railway Company, Sheet S-2;

(e) Plan of track clearances at crossing of Missouri Pacific Railroad Company, Sheet S-3.

Wherefore, Kansas City, Missouri, complainant herein, prays that this Commission approve said plans for said viaduct including approaches and retaining walls, and grant to Kansas City permission to cross the railroad tracks of the defendants and each of them with said viaduct and its approaches at the point and in the manner and with the clearances as shown in said plans, and that this Commission order that the grade crossings over the railroad tracks in Front Street, within the boundaries of Grand Avenue, Main Street and Delaware Street, upon completion of the viaduct, be closed to vehicular and pedestrian travel and that order on all of said matters be made and entered accordingly.

Respectfully submitted, Kansas City, Missouri, By Wm. Paul Pinkerton, Its City Counselor. By Arthur K. Wolfe, Its Assistant City Counselor.

Approved: Ralph E. Cameron, Dir. of Public Wks.

[fol. 3706] An Ordinance

Page 1

Authorizing and providing for the construction of a public improvement of a reenforced concrete and steel viaduct from a point in Grand Avenue 300 feet North of the center line of Second (2nd) Street, measured along the center line of Grand Avenue, running thence to the City Levee at a point near the Northerly prolongation of the Westerly line of Old Town Reserve, a subdivision of land, including approaches and retaining walls, establishing elevations of said viaduct, as shown on the plans therefor, condemning the necessary lands and rights-of-way for said improvement, determining the damages, if any, on account of constructing said improvement, providing for the cost thereof, and declaring an emergency, be it ordained by the Council of Kansas City:

Section 1. That a reenforced concrete and steel viaduct be constructed in Kansas City, Missouri, for public use, beginning at a point in Grand Avenue Three Hundred (300) feet North of the center line of Second (2nd) Street, measured along the center line of Grand Avenue, running thence to the City Levee at a point near the Northerly prolongation of the Westerly line of Old Town Reserve, a subdivision of land, including approaches and retaining walls; and that said improvement is hereby authorized and provided for.

Section 2. Said improvement shall be of the nature de- [fol. 3707] scribed and specified in, and shall be done in accordance with, the plans and specifications adopted, perfected and approved by the Director of Public Works on the 8th day of January, 1940, which said plans and specifications are now on file in the office of said Director.

Section 3. That said viaduct shall have a width providing for forty (40) foot roadway and a five (5) foot sidewalk space on the West side thereof, together with proper hand railing, and shall be of an overall length of approximately One Thousand (1000) feet; and shall be constructed to the grades, planes and elevations as shown on said plans.

Section 4. That said viaduct shall have an overhead clearance over all of the railroad tracks of at least twenty-two (22) feet; that the supporting columns of said viaduct are located on the plans herewith submitted.

Section 5. That the roadway of said viaduct shall be constructed of concrete, or such other suitable material as may be designated by the Director of Public Works of Kansas City, Missouri, and the sidewalk shall be constructed of concrete.

Section 6. That the Director of Public Works did by Declaration of Necessity No. 1725, adopted and entered De-

cember 27th, 1939, provide for said improvement. The improvement provided for in said Declaration of Necessity [fol. 3708] and this Ordinance the Council deems necessary to have done, and that Kansas City shall pay therefor as hereinafter provided.

Section 7. That in the construction of said viaduct as herein provided for it will be necessary to acquire some additional land and rights of way therefor and that just compensation shall be paid therefor according to law and the Charter of Kansas City. It is contemplated and expected that the City will be able to secure all of the rights of way and private property for the purposes aforesaid by private negotiations with the owners, or lessees, thereof; but if such land and rights of way cannot be so acquired by private negotiation, then Kansas City shall file and prosecute, in the Circuit Court of Jackson County, Missouri, at Kansas City, a proceeding to condemn said land and private property and rights of way and ascertain the value thereof as provided by Article VI of the Charter of Kansas City, Missouri, providing for the condemnation of private property for public use.

Section 8. Whereas, in the construction of said viaduct the abutting property owners on said viaduct right of way may be entitled to damages under the constitution of this State caused by construction and maintenance of said viaduct in front of their respective property, and the owners of such abutting property not having waived such damages, if any, Kansas City shall institute and prosecute in the Circuit Court of Jackson County, Missouri, at Kansas City, [fol. 3709] a proceeding for the purpose of ascertaining such damages, if any, in accordance with the provisions of the Charter of Kansas City relating to such matter and procedure. It is contemplated and expected that Kansas City will be able to negotiate and mutually agree with

the owners, or lessees, of such abutting property upon the amount of such damages, if any, but if not, then a proceeding to ascertain such damages, if any, shall be instituted and prosecuted as hereinabove provided.

Section 9. The cost of all the foregoing improvements herein provided for and authorized, including the cost of the necessary lands,

easements and rights of way, and the land damages, if any, on account of the construction of the aforesaid viaduct, shall be borne and paid by Kansas City out of its fund made available for such purposes, and without direct expense or cost to the abutting property owners.

Section 10. The Council of Kansas City hereby finds, declares and deems that all of the improvements herein provided for to be parts of one general public improvement and shall be considered, carried on and conducted as such, as provided by the Charter of Kansas City relating to such matter.

Section 11. Whereas, in the construction of said viaduct it will be necessary to cross over the railroad tracks of the [fol. 3710] Missouri Pacific Railroad Company, Kansas City, St. Louis & Chicago Railroad Company (Chicago & Alton), and Kansas City Terminal Railway Company; and, inasmuch as the Public Service Commission has exclusive power to determine and prescribe the manner, including the particular point or location of the crossing by a proposed viaduct over the tracks of railroad companies of this State, to approve the plans of such viaduct over such railroad tracks and to grant permission to construct viaducts over railroad tracks in this State, it is further ordained that the Legal Department of Kansas City, Missouri, present a certified copy of this ordinance, the general plans for said viaduct, together with an application to the Public Service Commission of this State, asking for the approval by the Commission of said plans and that it grant permission to Kansas City, Missouri, to construct said viaduct, of the character, in the manner and at the points as herein designated and provided, and to secure an order of said Commission accordingly.

Section 12. Whereas, the construction of said viaduct is necessary for the immediate preservation of the public

health and safety, this ordinance is hereby declared to be an emergency ordinance within the meaning of Section 15, of Article II, of the Charter of Kansas City, Missouri, and as such shall take effect immediately upon its passage.

The foregoing Ordinance approved and its passage by [fol. 3711] the Council recommended, this 8th day of January, 1940.

Ralph E. Cameron, Director of Public Works.

31152

Approved as to form: Arthur R. Wolfe, Assistant City Counselor.

Authenticated as passed this Jan. 22, 1940. Chas. H. Clark, Acting Mayor. Chas. W. Regan, City Clerk. By Wm. Dalton, Deputy City Clerk.

STATE OF MISSOURI,
County of Jackson, ss:

I, Charles W. Regan, City Clerk of Kansas City, Missouri, hereby certify that the annexed and foregoing is a true and correct copy of an ordinance of said City, No. 5686 entitled: "An Ordinance authorizing and providing for the construction of a public improvement consisting of a reenforced concrete and steel viaduct from a point in Grand Avenue 300 feet North of the center line of Second (2nd) Street, measured along the center line of Grand Avenue, running thence to the City Levee at a point near the Northerly prolongation of the Westerly line of Old Town [fol. 3712] Reserve, a subdivision of land, including approaches and retaining walls, establishing elevations of said viaduct, as shown on the plans therefor, condemning the necessary lands and rights of way for said improvement, determining the damages, if any, on account of constructing said improvement, providing for the cost thereof, and declaring an emergency."

Authenticated as passed this 22nd day of January, 1940, as the same appears of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of Kansas City aforesaid, this 2 day of February, 1940.

(Signed) Chas. W. Regan, City Clerk. (Signed) By Wm. Dalton, Deputy. (Seal.)

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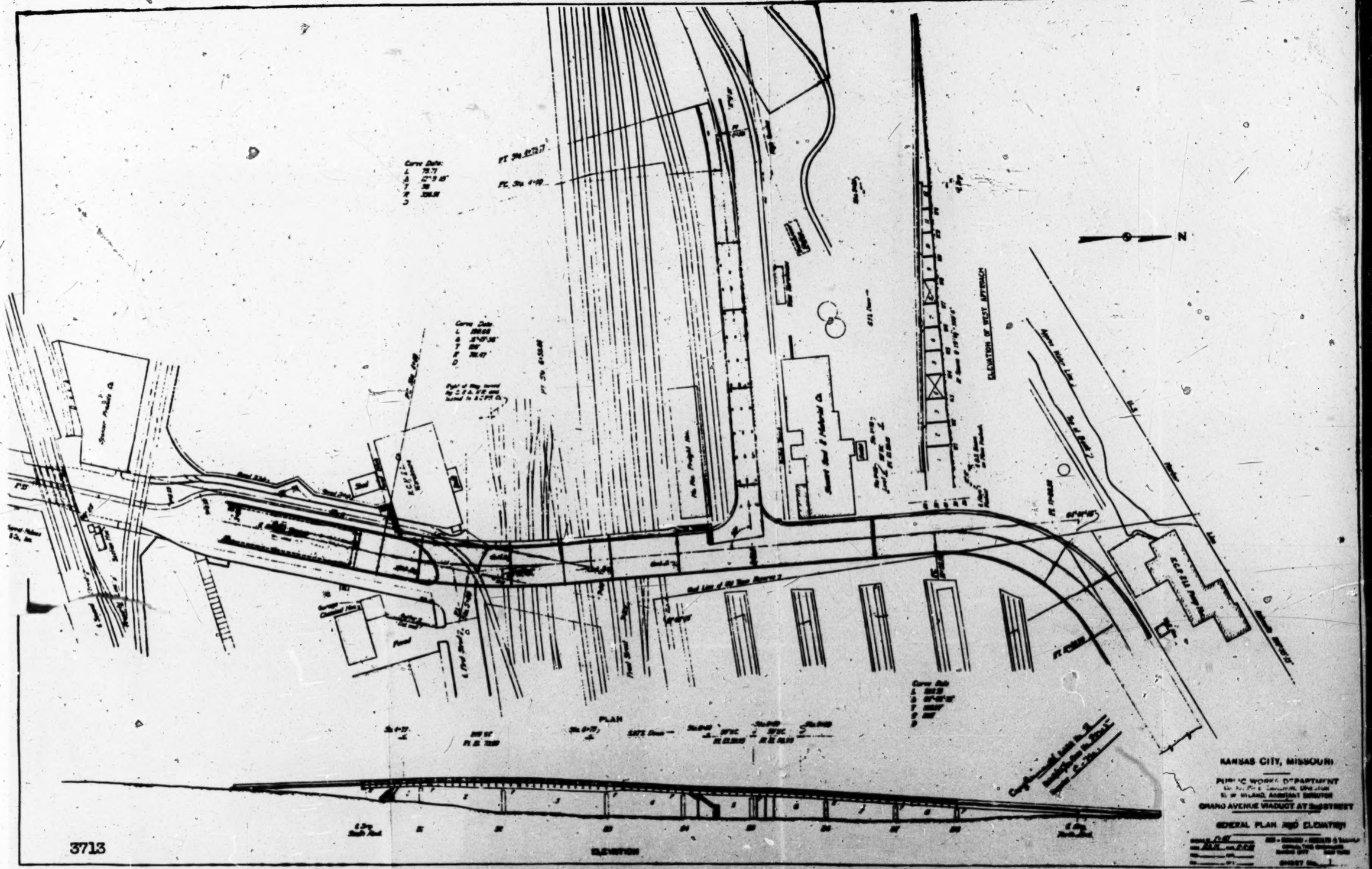
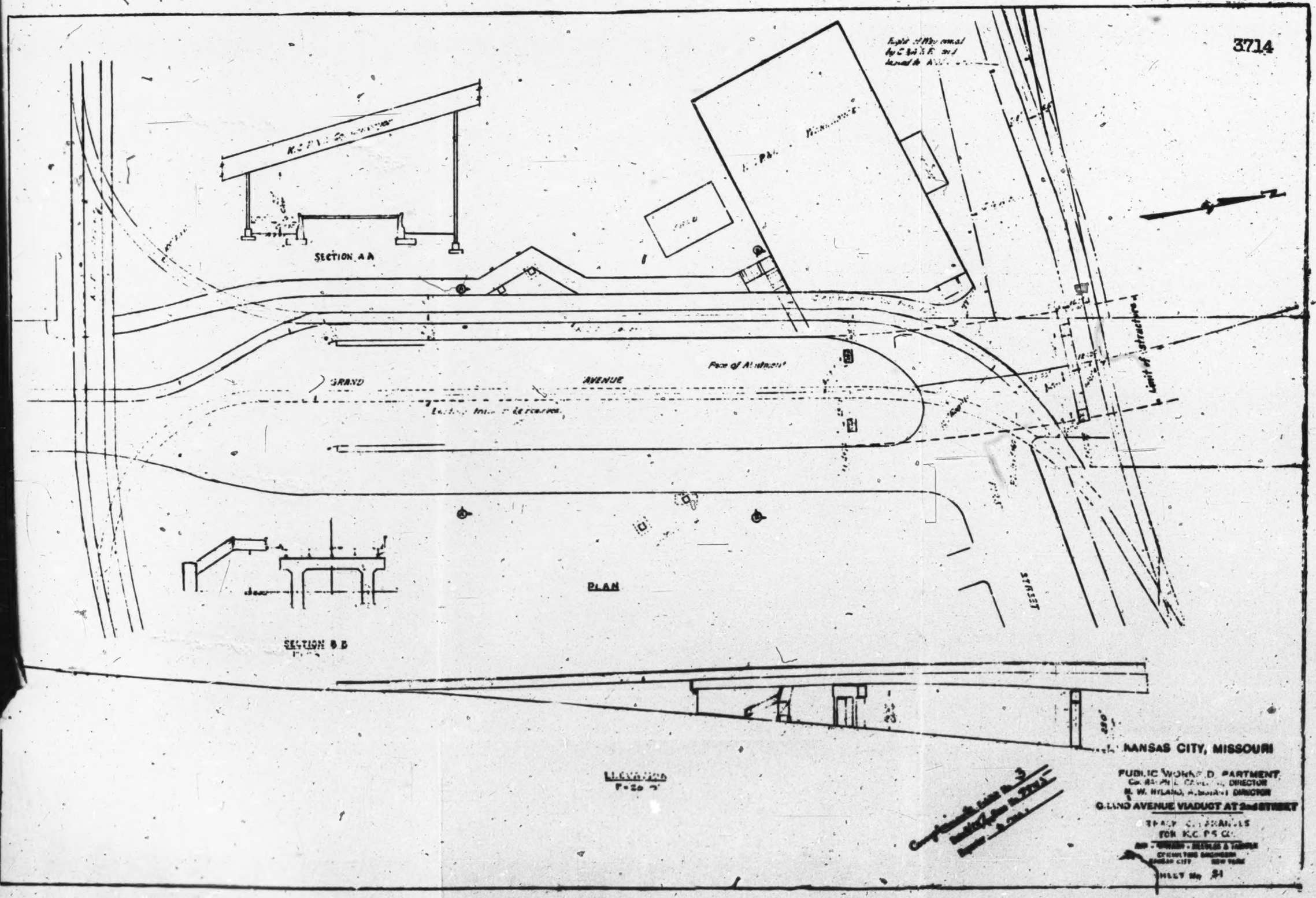

PLAN
ELEVATION
ELEVATION OF WEST APPROACH
N
KANSAS CITY, MISSOURI
PUBLIC WORKS DEPARTMENT
GRAND AVENUE VIADUCT AT 3rd STREET
GENERAL PLAN AND ELEVATION
3713

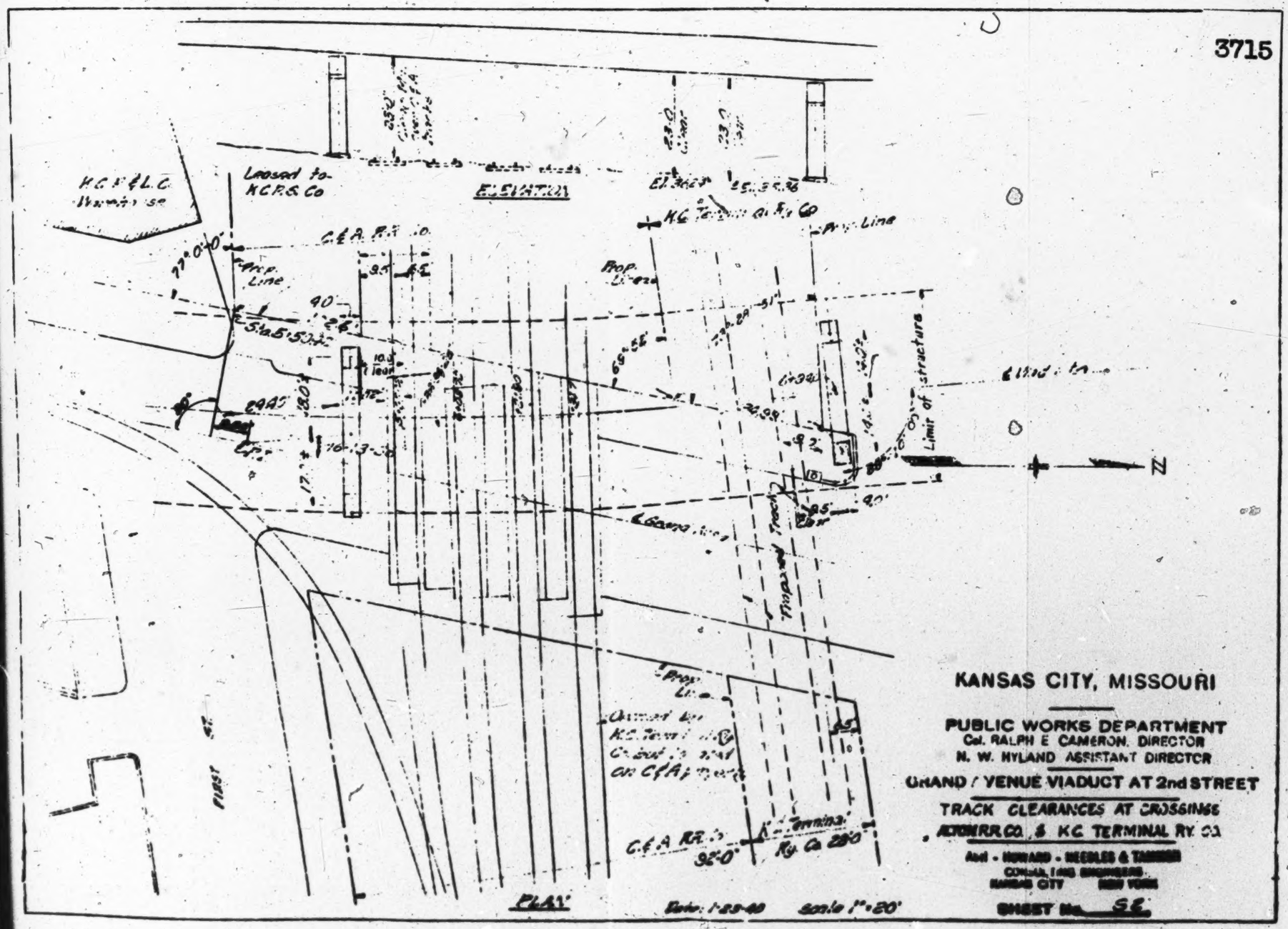
3772

3714


SECTION A A
GRAND
AVENUE
Face of Abutment
Limit of Structure
STREET
PLAN
SECTION B B
ELEVATION
KANSAS CITY, MISSOURI
PUBLIC WORKS DEPARTMENT
GRAND AVENUE VIADUCT AT 2nd STREET
FOR K.C.P.S.Co.
SHEET No. 31

3773

3715



KANSAS CITY, MISSOURI

PUBLIC WORKS DEPARTMENT
Col. RALPH E CAMERON, DIRECTOR
N. W. HYLAND ASSISTANT DIRECTOR

GRAND / VENUE VIADUCT AT 2nd STREET

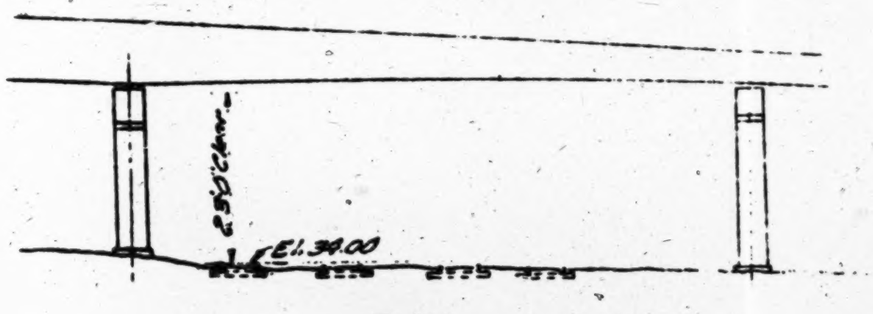
TRACK CLEARANCES AT CROSSINGS
AT C.&A. R.R. CO. & K.C. TERMINAL RY. CO.

And - HOWARD - NEEDLES & TAMMEN
CONSULTING ENGINEERS
KANSAS CITY NEW YORK

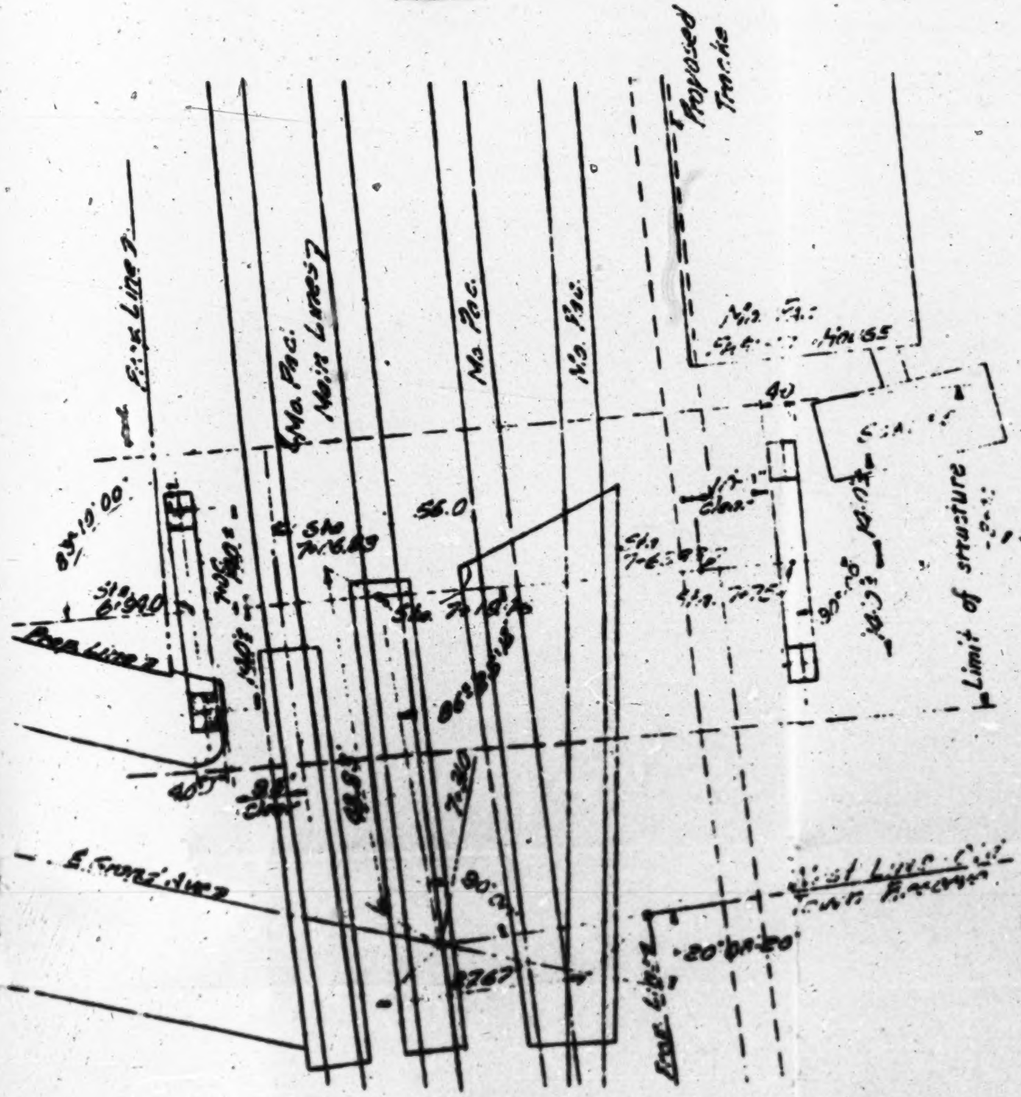
SHEET No. S.E.

3774

3716



PLAN



ELEVATION

KANSAS CITY, MISSOURI

PUBLIC WORKS DEPARTMENT
Col RALPH E CAMERON, DIRECTOR
N. W. HYLAND ASSISTANT DIRECTOR

GRAND AVENUE VIADUCT AT 2nd STREET

TRACK CLEARANCES AT CROSSINGS

MISSOURI PACIFIC R.R. CO.

ASH - HOWARD NEEDLES & TAMMEN
CONSULTING ENGINEERS
KANSAS CITY NEW YORK

Date 1934 Scale 1"=10' SHEET No. 63

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[fol. 3717] STATE OF MISSOURI,
Office of the Public Service Commission:

I have compared the preceding copy with the original on file in this office, and I do hereby certify the same to be a correct transcript therefrom and of the whole thereof.

Witness my hand and seal of the Public Service Commission, at Jefferson City, this 2nd day of May, 1940.

(Signed) Edgar M. Eagan, Secretary. (Seal.)

[fol. 3718] U. P. EXHIBIT No. 352

Bernice Jackson

May 9, 1940

Before the Public Service Commission of the State of Missouri

(1)

Case No. 9845

KANSAS CITY, MISSOURI, Complainant,

vs.

MISSOURI PACIFIC RAILROAD COMPANY, GUY A. THOMPSON, Trustee Missouri Pacific Railroad Company, The Alton Railroad Company, Kansas City Terminal Railway Company and Kansas City Public Service Company, Defendants

REPORT AND ORDER

This case is before the Commission on application of Kansas City, Missouri, filed February 15, 1940, for an order approving the plans of a proposed viaduct separating the grade of Grand Avenue from those of the tracks of the Missouri Pacific Railroad Company, the Alton Railroad Company, the Kansas City Terminal Railway Company, and the Kansas City Public Service Company, at a point north of Second Street in Kansas City, Missouri, for permission to construct said viaduct with a vertical clearance of 16 feet over the tracks of the Kansas City Public Service

Company, and for authority to close the grade crossings over the railroad tracks in Front Street within the boundaries of Grand Avenue, Main Street, and Delaware Street, [fol. 3719] and to close the northernmost entrance to said avenues and streets at the south line of Front Street, upon the completion of the viaduct.

The case was heard before a member of the Commission at its hearing room on February 15, 1940, notice of hearing having been waived by the complainant and the above named defendants. Each of the defendants filed an entry of appearance, a waiver of hearing

(page 2)

and notice of hearing, and consent to an order granting the application. The complainant and the defendant railroads and railway appeared by counsel. The Commission was represented by its Assistant Chief Engineer.

A new railway produce terminal is proposed at a point north of Front Street and east of Grand Avenue in Kansas City, Missouri. The point is north of the railway tracks operated by the defendants. Approaching from the south, the viaduct will cross the tracks of the Kansas City Public Service Company, the Alton Railroad Company, the Kansas City Terminal Railway Company, and the Missouri Pacific Railroad Company, respectively, in the order named. The approach to the proposed viaduct will leave the present surface of Grand Avenue at a point about 190 feet north of the center line of Second Street, continuing 140 feet northwardly along Grand Avenue to the south end of the viaduct section. The viaduct structure will follow along the [fol. 3720] continuation of Grand Avenue for 30 feet, will then curve to the left on a radius of 701.47 feet for a distance of 198.66 feet, after which it will be tangent for 396.59 feet to a curve right. At this point a curve to the right 223.53 feet in length with a radius of 200 feet is introduced. Following the curve, 25 feet of tangent brings the roadway to the street level.

A side approach from the west is proposed which will enter the viaduct at a point about 575 feet from the south end, which point is north of the Missouri Pacific track. The side approach will afford an entrance for the industries located west of the viaduct.

The structure is to be constructed of steel and reinforced concrete, is designed for an H-20 loading, and will provide a 40-feet roadway and a five-foot walkway. It will provide a minimum vertical clearance of 23 feet over the Alton and Kansas City Terminal trackage, with a minimum horizontal clearance of 9.5 feet. The same clearances will prevail over the Missouri

Page 3

Pacific trackage.

The design proposes the use of a clearance of less than the 22 feet required by statute over the tracks of the Kansas City Public Service Company near the south end of the viaduct structure. At present, the Public Service Company has a track located in Grand Avenue which extends [fol. 3721] northerly to a point near the Alton's right of way. At this point the track curves sharply to the east on a radius of about 94 feet. This track is used for connecting the cinder track of the Kansas City Power & Light Company with the tracks of the street railway system for the delivery of cars of cinders to the street railway system. As a general rule the cinders made by the Power & Light Company are delivered to the steam railway tracks of the Alton Railroad Company by a Public Service Company electric locomotive. The Public Service Company does not buy cinders, however, and such movements of cinders are taken out on the existing track and will constitute the traffic over the proposed track with the reduced clearance. The shipments are moved in gondola cars by means of an electric locomotive. Because of the very sharp curve and a steep grade, movements will be made at a very low rate of speed. Because of the type of equipment used and the slow movements, the reduced clearance is held to be not unusually hazardous to Public Service Company employees.

The applicants contend that it is impracticable to construct the street railway track at a lower level because of public utility facilities located beneath the track and because of the damage to a nearby structure, and that it is impracticable to increase the height of the viaduct because it is necessary to take the viaduct approach under an overhead conveyor of the Kansas City Power & Light Com- [fol. 3722] pany which transfers coal from a point west of Grand Avenue to a point east of Grand Avenue. The

fixed elevation of this conveyor and the excessive cost required to relocate it, coupled with the difficulty of constructing the track at a lower elevation,

thus tend to inhpose fixed obstacles. It is also contended that it is not possible to locate the connecting track on the north side of Grand Avenue for the reason that it would introduce excessive and objectionable curvature, thus creating difficult operating conditions.

The applicants submitted exhibit 1, a certified copy of Ordinance No. 5686, passed by the Council of Kansas City, Missouri, authorizing and providing for the construction of the proposed viaduct; exhibit 2, a location plan of Grand Avenue viaduct at Second Street; exhibit 3, the plan of track clearances for the Kansas City Public Service Company; exhibit 4, plan for track clearances at corssing of Alton Railroad Company and Kansas City Terminal Railway Company; exhibit 5, plan of track clearances at crossing of Missouri Pacific Railroad Company.

The applicant proposes to pay the entire cost of and to maintain the structure. A blue print map showing the grade crossings over the railroad tracks in Front Street within the boundaries of Grand Avenue and Main Street and the entrance of Delaware Street into Front Street was [fol. 3723] introduced as exhibit 6. The Missouri Pacific witness testified that in addition to the heavy train movements on these tracks, that it was proposed to construct additional tracks which would make the crossings more hazardous, and that because of the construction of the proposed Grand Avenue viaduct at Second Street it was desirable that the grade crossings of Grand Avenue over the tracks of the Alton, Kansas City Terminal and Missouri Pacific, the Main Street crossing over the Missouri Pacific tracks, and the entrance of Delaware into Front Street be closed.

It was estimated that the traffic over Grand Avenue viaduct will be from 350 to 600 cars per day heavier than the present traffice over the grade crossings, which consists of about 200 vehicles from 7:00 a. m. to 7:00 p. m. at Grand Avenue and about 120 at

Main Street. The Missouri Pacific train movements during the same period were 71 and 120 at the respective crossings. There is a grade crossing at Second Street and Grand Avenue over the Kansas City Southern switch tracks which will carry the increase in traffic caused by the construction of the proposed viaduct and the diversion of Main Street traffic. The testimony shows, however, that the crossing is now protected by watchmen and that the train movements [fol. 3724] over the track are only switch movements, so that additional protection at the Kansas City Southern crossing is not deemed necessary.

After careful consideration of the facts and evidence as disclosed by the record in this case, the Commission is of the opinion that the point and manner of crossing proposed by the applicant will provide for the safety of the traveling public and will eliminate the hazards of the existing grade crossings; that the proposed reduced clearance over the track of the Kansas City Public Service Company will not be unduly hazardous to Public Service Company employees, and others; that the proposal of the City to bear the cost of the entire structure and to maintain it should be approved; and that the grade crossing over the Kansas City Terminal, the Alton and the Missouri Pacific tracks at Grand Avenue and over the Missouri Pacific tracks at Main Street should be closed, and that the northernmost entrances to Grand Avenue, Main Street, and Delaware Street at the south line of Front Street should be closed to vehicular and pedestrian travel.

It is, therefore,

Ordered: 1. That Kansas City, Missouri, be and is hereby granted permission to construct a viaduct which will carry the grade of Grand Avenue over the tracks of the Kansas City Public Service Company, the Alton Railroad Com- [fol. 3725] pany, the Kansas City Terminal Railway Company, and Missouri Pacific Railroad Company at a point north of Second Street in Kansas City, Missouri, at the location and in the manner shown on the plans introduced in evidence.

Ordered: 2. That the applicant be and is hereby authorized to construct the viaduct over the track of the Kansas

City Public Service Company at a vertical clearance of not less than 16 feet above the top of rails and in accordance with the plans introduced in evidence.

Ordered: 3. That the proposed structure shall be built in substantial compliance with the plans introduced in evidence, and except for the deviation authorized in Ordered: 2, shall be in accordance with the Commission's rules governing horizontal and over-head clearance with railroad tracks, and in such manner that the railroad companies' tracks will not be endangered during the construction or by reason of inadequate drainage after completion of the structure.

Ordered: 4. That the cost and maintenance of the structure shall be assumed and borne by Kansas City, Missouri.

Ordered: 5. That upon completion of the viaduct the Missouri Pacific Railroad Company be and is hereby authorized to abolish existing grade crossings over its [fol. 3726] tracks located at the intersection of Grand Avenue and Front Street and at Main and Front Streets in Kansas City, Missouri, and to close the northernmost entrances to Grand Avenue, Main Street and Delaware Street at the south line of Front Street.

Ordered: 6. That upon the completion of the viaduct the Kansas City Terminal Railway Company be and is hereby granted permission to abolish the grade crossing at the intersection of its track and Grand Avenue at a point between First and Front Streets in Kansas City, Missouri.

Ordered: 7. That upon completion of the viaduct that the Alton Railroad Company be and is hereby granted permission to abolish the grade crossings at the intersection of its tracks and Grand Avenue at a point between First and Front Streets in Kansas City, Missouri.

Ordered: 8. That the defendant railroad companies shall notify this Commission in writing upon the completion of the viaduct and the removal of the grade crossings.

Ordered: 9. That this report and order shall take effect ten days after this date and that the Secretary of the Commission forthwith serve certified copy of same on all inter-

ested parties, and that each of said parties shall notify the Commission before the effective date of this order in the manner prescribed by Section 5145 of the Public Service [fol. 3727] Commission Law whether the terms of said report and order are accepted and will be obeyed.

By the Commission. (Seal.)

James, Chr., Boyer, Ferguson, Wilson, Francis, CC. Concur.

Dated at Jefferson City, Missouri, this 28th day of February, 1940.

Edgar M. Eagan, Secretary.

STATE OF MISSOURI,
Office of the Public Service Commission:

I have compared the preceding copy with the original on file in this office, and I do hereby certify the same to be a correct transcript therefrom and of the whole thereof. Witness my hand and seal of the Public Service Commission, at Jefferson City, this 2nd day of May, 1940.

(Signed) Edgar M. Eagan, Secretary.

X22166

[fol. 3728]

U. P. EXHIBIT No. 353

Bernice Jackson

May 9, 1940

Page 1

No. 5686

An Ordinance

Authorizing and providing for the construction of a public improvement consisting of a reenforced concrete and steel viaduct from a point in Grand Avenue 300 feet North of the center line of Second (2nd) Street, measured along the center line of Grand Avenue, running thence to the City Levee at a point near the Northerly prolongation of the Westerly line of Old Town Reserve, a subdivision of land, including approaches and retaining walls, establishing elevations of said viaduct, as shown on the plans there-

for, condemning the necessary lands and rights of way for said improvement, determining the damages, if any, on account of constructing said improvement, providing for the cost thereof, and declaring an emergency.

Be it Ordained by the Council of Kansas City:

Section 1. That a reenforced concrete and steel viaduct be constructed in Kansas City, Missouri, for public use, beginning at a point in Grand Avenue Three Hundred (300) feet North of the center line of Second (2nd) Street, measured along the center line of Grand Avenue, running thence to the City Levee at a point near the Northerly prolonga- [fol. 3729] tion of the Westerly line of Old Town Reserve, a subdivision of land, including approaches and retaining walls; and that said improvement is hereby authorized and provided for.

Section 2. Said improvement shall be of the nature described and specified in, and shall be done in accordance with, the plans and specifications adopted, perfected and approved by the Director of Public Works on the 8th day of January, 1940, which said plans and specifications are now on file in the office of said Director.

Section 3. That said viaduct shall have a width providing for a forty (40) foot roadway and a five (5) foot sidewalk space on the West side thereof, together with proper hand railing, and shall be of an overall length of approximately One Thousand (1000) feet; and shall be constructed to the grades, planes and elevations as shown on said plans.

Section 4. That said viaduct shall have an overhead clearance overall of the railroad tracks of at least twenty-two (22) feet; that the supporting columns of said viaduct are located on the plans herewith submitted.

Section 5. That the roadway of said viaduct shall be constructed of concrete, or such other suitable material as may be designated by the Director of Public Works of Kansas City, Missouri, and the sidewalk

[fol. 3730] Page 2

shall be constructed of concrete.

Section 6. That the Director of Public Works did by Declaration of Necessity No. 1725, adopted and entered

December 27th, 1939, provide for said improvement. The improvement provided for in said Declaration of Necessity and this Ordinance and Council deems necessary to have done, and that Kansas City shall pay therefor as hereinafter provided.

Section 7. That in the construction of said viaduct as herein provided for it will be necessary to acquire some additional land and rights of way therefor and that just compensation shall be paid therefor according to law and the Charter of Kansas City. It is contemplated and expected that the City will be able to secure all of the rights of way and private property for the purpose aforesaid by private negotiations with the owners, or lessees, thereof; but if such land and rights of way cannot be so acquired by private negotiation, then Kansas City shall file and prosecute, in the Circuit Court of Jackson County, Missouri, at Kansas City, a proceeding to condemn said land and private property and rights of way and ascertain the value thereof as provided by Article VI of the Charter of Kansas City, Missouri, providing for the condemnation of private property for public use.

[fol. 3731] Section 8. Whereas, in the construction of said viaduct the abutting property owners of said viaduct right of way may be entitled to damages under the constitution of this State caused by construction and maintenance of said viaduct in front of their respective property, and the owners of such abutting property not having waived such damages, if any, Kansas City shall institute and prosecute in the Circuit Court of Jackson County, Missouri, at Kansas City, a proceeding for the purpose of ascertaining such damages, if any, in accordance with the provisions of the Charter of Kansas City relating to such matter and procedure. It is contemplated and expected that Kansas City will be able to negotiate and mutually agree with the owners, or lessees, of such abutting property upon the amount of such damages, if any, but if not, then a proceeding to ascertain such damages, if any, shall be instituted and prosecuted as hereinabove provided.

Section 9. The cost of all the foregoing improvements herein provided for and authorized, including the cost of

the necessary lands, easements and rights of way, and the land damages, if any, on account of the construction of the aforesaid viaduct, shall be borne and paid by Kansas City out of its fund made available for such purposes, and without direct expense or cost to the abutting property owners.

Section 10. The Council of Kansas City hereby finds, [fol. 3732] declares and deems that all of the improvements herein provided for to be parts of one general public improvement and shall be considered, carried on and conducted as such, as provided by the Charter of Kansas City relating to such matter.

Section 11. Whereas, in the construction of said viaduct it will be necessary to cross over the railroad tracks of the Missouri Pacific Railroad Company, Kansas City, St. Louis & Chicago Railroad Company (Chicago & Alton), and Kansas City Terminal Railway Company; and, inasmuch as the Public Service Commission has exclusive power to determine and prescribe the manner, including the particular point or location of the crossing by a proposed viaduct over the tracks of railroad companies of this State, to approve the plans of such viaduct over such railroad tracks and to grant permission to construct viaducts over railroad tracks in this State, it is further ordained that the Legal Department of Kansas City, Missouri, present a certified copy of this ordinance, the general plans for said viaduct, together with an application to the Public Service Commission of this State, asking for the approval by the Commission of said plans and that it grant permission to Kansas City, Missouri, to construct said viaduct, of the character, in the manner and at the points as herein designated and provided, and to secure an order of said Commission accordingly.

Section 12. Whereas, the construction of said viaduct is [fol. 3733] necessary for the immediate preservation of the public health and safety, this ordinance is hereby declared to be an emergency ordinance within the meaning of Section 15, of Article II, of the Charter of Kansas City, Missouri, and as such shall take effect immediately upon its passage. The foregoing Ordinance approved and its pas-

sage by the Council recommended, this 8th day of January, 1940.

(Signed) Ralph E. Cameron, Director of Public Works.

Approved as to form.

(Signed) Arthur R. Wolfe, Assistant City Counselor.

Authenticated as Passed this Jan. 22, 1940.

(Signed) Chas. H. Clark, Acting Mayor. Chas. W. Regan, City Clerk, By (S.) Wm. Dalton, Deputy City Clerk.

(Attached)

Form 1000

STATE OF MISSOURI,
County of Jackson,
Kansas City, ss:

I, Chas. W. Regan, City Clerk of Kansas City, Missouri, hereby certify that the annexed and foregoing is a true and correct copy of an ordinance of said City, No. 5686 entitled: [fol. 3734] "An ordinance authorizing and providing for the construction of a public improvement consisting of a reenforced concrete and steel viaduct from a point in Grand Avenue 300 feet north of the center line of Second (2nd) Street, measured along the center line of Grand Avenue, running thence to the City Levee at a point near the northerly prolongation of the westerly line of Old Town Reserve, a subdivision of land, including approaches and retaining walls, establishing elevations of said viaduct, as shown on the plans therefor, condemning the necessary lands and rights of way for said improvement, determining the damages, if any, on account of constructing said improvement, providing for the cost thereof, and declaring an emergency"

Authenticated as passed this 22nd day of January, 1940, as the same appears of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of Kansas City aforesaid, this 16th day of April A. D. 1940.

Chas. W. Regan, City Clerk, by (Signed) J. V. O'Donnell, Deputy. (Seal.)

[fol. 3735] UNION PACIFIC EXHIBIT No. 354

Bernice Jackson

May 9, 1940

No. 5760

An Ordinace

Granting Missouri Pacific Railroad Company and Guy A. Thompson, Trustee, the Right to Construct, Reconstruct, Relocate, Maintain and Operate Certain Railroad Tracks in Front Street and Streets Crossing or Contiguous to Front Street in the City of Kansas City, Missouri, for a Period of Thirty Years; and Leasing Certain Property to Said Railroad Company and Said Trustee and Repealing Section 2 of Ordinance No. 9074, Passed June 26, 1911.

Whereas, pursuant to provisions of Ordinance No. 5686, passed January 22, 1940, a viaduct is to be constructed near Second and Grand Avenue, which viaduct will span Front Street and

(a) Will provide a suitable approach and driveway leading to the Missouri Produce Terminal to be constructed near the Missouri River north of said Front Street and East of Grand Avenue; and

(b) Will provide a suitable approach and driveway leading to the Missouri River front property of Kansas City; and

(c) Will permit the closing to vehicular and pedestrian traffic of the grade crossings over the railroad tracks in Front Street within the boundaries of Grand Avenue, Main [fol. 3736] Street and Delaware Street, extended northwardly across said Front Street, and will permit the closing of the northernmost entrances to said Avenue and Streets at the south line of Front Street; and

Whereas, the construction and operation of said Missouri Produce Terminal and of connecting and other tracks occasioned thereby requires the shifting or relocation of certain of the existing tracks and facilities of Missouri Pacific Railroad Company in Front Street, (both those

erated by Guy A. Thompson, Trustee of the Missouri Pacific Railroad Company as the successor in title of Pacific Railroad and which were located and have since been maintained under the charter grants and powers of said Pacific Railroad, and those certain other tracks in said Front Street operated by said Trustee under certain ordinances of the City of Kansas City), and the supplementing of said existing tracks and facilities by

the construction of certain additional tracks and facilities in Front Street and in certain streets crossing or contiguous to Front Street; and

Whereas, it is to the public interest that said Railroad Company and said Trustee relocate certain of said tracks and facilities, shift certain tracks, and construct certain additional tracks; and

Whereas, it is desired to provide a private grade crossing over the railroad tracks in Front Street between Elm Street and Broadway for the use of the City to afford access by it to its water supply tunnel shafts.

[fol. 3737]

Be it Ordained by the Council of Kansas City:

Section 1. That wherever used in this ordinance, unless the contrary clearly appears, the term "City" shall be understood to mean Kansas City, Missouri; the term "Railroad Company" shall be understood to mean the Missouri Pacific Railroad Company, Guy A. Thompson, Trustee for said Company, or the successors and assigns of said Railroad Company or said Trustee.

Section 2. It being in the public interest and desirable that certain existing tracks of said Railroad Company in Front Street between Grand Avenue and Broadway and between Grand Avenue and Charlotte Street be shifted in order to afford means for the convenient public use and development of the water front property along the Missouri River and to provide convenient space for additional tracks required as a result of the construction of said Missouri Produce Terminal, the Railroad Company shall, and it hereby agrees to, shift said tracks as follows:

(a) Shift southerly that part of the Railroad Company's existing southerly main track (located in Front Street)

extending from the center-line of Walnut Street to the west line of Broadway, in such a manner and to such an extent that it shall be located about 13 feet north of and parallel with that certain additional track of the Railroad Company [fol. 3738] described in sub-paragraph (a) of Section 3 of this Ordinance as Railroad Company's "New Southerly Main Track."

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(b) Shift southerly that part of the Railroad Company's existing northerly main track (located in Front Street) extending from the center-line of Walnut Street to the West line of Broadway, in such a manner and to such an extent that it shall be located about 26 feet north of and parallel with the Railroad Company's said New Southerly Main Track.

(c) Shift southerly that part of the Railroad Company's existing running track (located in Front Street) extending from the west line of Charlotte Street to a point about 456 feet west of the west line of Block A, Old Town Reserve, in such a manner and to such an extent that it shall be located about 13 feet north of and parallel with the Railroad Company's existing northerly main track.

(d) Shift that part of the Railroad Company's Omaha Division two existing main tracks (located in Front Street pursuant to City Ordinance No. 26082, approved May 18, 1916) extending eastwardly a distance of about 440 feet from the center-line of Broadway, in such a manner and to such an extent that said two main tracks shall connect with the Railroad Company's existing southerly and northerly main tracks, when shifted as provided in sub-paragraphs (a) and (b) of this Section 2, at a point in said southerly and northerly main tracks near the intersection of Elm Street.

[fol. 3739] (e) Shift the Railroad Company's existing fruit terminal lead and drill track (located in Woodswether Road, Front Street and Broadway pursuant to City Ordinance No. 635, passed April 29, 1929) in such a manner and to such an extent that said lead and drill track shall connect with the southerly one of the Railroad Company's Omaha Division said two main tracks, when shifted as provided in sub-paragraph (d) of this Section 2, at a point in said Omaha Division southerly main track near the existing

junction of said lead and drill track and said Omaha Division southerly main track.

Section 3. The Railroad Company is hereby granted the franchise right, license and privilege to construct, reconstruct, relocate, maintain and operate additional railroad tracks in Front Street and/or upon public streets substantially as follows:

(a) that part of a main track (in this Ordinance referred to as "New Southerly Main Track") which will extend from the center-line of Walnut Street westwardly to the west line of Broadway and be located, in part, in Front, Delaware and Elm Streets south of the Railroad Company's existing southerly main track, as follows:

(1st) in Front Street from the center-line of Walnut Street westwardly about 605 feet to a point in the south line of Front Street between Main and Delaware Streets;

(2nd) in Delaware Street from a point in the east line

[fol. 3740] Page 4

of said street, about 8 feet south of the south line of Front Street, westwardly about 62 feet to a point in the west line of said street, about 15 feet south of the south line of Front Street;

(3rd) in Elm Street from a point in the east line of said street, about 4 feet south of the south line of Front Street, westwardly about 63 feet, to a point in the west line of said street, about 5 feet south of the south line of Front Street; and

(4th) in Front Street westwardly from a point in the south line of Front Street just west of Elm Street about 530 feet to the west line of Broadway.

(b) that part of a lead track which will extend from a point just west of Walnut Street to a point just west of Delaware Street and be located in Front Street about 39 feet north of and parallel with Railroad Company's said New Southerly Main Track and connect with the Railroad Company's existing northerly main track, when shifted, as provided in sub-paragraph (b) of Section 2 of this Ordinance, at a point in said northerly main track between Dela-

ware Street and Elm Street; about 300 feet of said lead track, in the vicinity of Main Street, to be located in that part of Front Street occupied by Railroad Company's existing northerly main track prior to being shifted as provided in sub-paragraph (b) of Section 2 of this Ordinance;

(c) that part of running track which shall be located in [fol. 3741] Front Street about 13 feet northerly of and parallel with the Railroad Company's existing northerly main track, will constitute a continuation of the running track described in sub-paragraph (a) of Section 2 of this Ordinance, and will extend from the westerly line of Charlotte Street, on the west, to a connection with said northerly main track between Forest Avenue and Tracy Avenue, on the east;

(d) that part of a house track which shall be located in Front Street about 58 feet north of and parallel with the Railroad Company's existing northerly main track and extend from a point near the west line of the proposed Grand Avenue viaduct to a point about 456 feet west of the west line of Block A, Old Town Reserve.

Section 4. The Railroad Company is hereby granted the right, license and privilege to rearrange and reconstruct its existing industrial, freight house and team track layout, which now occupies Front Street north of the Railroad Company's existing main tracks between Grand Avenue and Main Street, in such manner and to such extent as shall be required for the efficient operation thereof in connection with the operation of Railroad Company's existing main and other tracks and of the additional tracks to be provided pursuant to this Ordinance, and is also granted the right,

license and permission to and shall construct all appur- [fol. 3742] tenances, turnouts, connections, signals, poles, conduits, wires and other facilities required for or in connection with the use and operation of any and all of the Railroad Company's tracks as now existing or as hereafter located as well as additional tracks referred to in this ordinance.

Section 5. Section 2 of Ordinance #9074 passed June 26, 1911, is hereby repealed, and in lieu thereof the City does

hereby lease and let to the Railroad Company the following described land for the location, maintenance and operation thereon of railroad tracks, appurtenances and facilities:

All that part of the west half of fractional section 32, Township 50 North, Range 33 West, in Kansas City, Jackson County, Missouri, described as follows:

Commencing at a point in the westerly line and 67.32 feet northerly from the southwest corner of Lot 1, Block A, Subdivision of Blocks A to G inclusive, Old Town Reserve, according to the record plat thereof on file in the office of the Recorder of Deeds for Jackson County, Missouri, then in a westerly direction along a line that makes a northwest angle of 86 degrees 42 minutes with the west line of said Lot 1, 48.25 feet to a point; said point being the point of beginning of the description of the tract leased; thence continuing on said last named course 290.7 feet to a point; thence along a curve to the left from the last described course as a tangent and the radius of which is 990.11 feet [fol. 3743] 117.51 feet to a point; thence in a southerly direction along a line parallel to the westerly line of said Lot 1, 78.09 feet to the point of intersection of a line 7.5 feet northerly from measured at right angles to the center line of the north main track of the Missouri Pacific Railroad Company and the northerly prolongation of the westerly line of Spring Street in said Kansas City, said point of intersection being 31.78 feet from the northeast corner of Lot 220, Block 22, Town of Kansas, known as Old Town, according to the recorded plat on file in the office of the Recorder of Deeds of Jackson County, Missouri; thence in a westerly direction along a line 7.5 feet northerly from and measured at right angles to the center line of the north main track of the Missouri Pacific Railroad Company, which line makes a northwest angle of 85 degrees 49 minutes with a line parallel to the westerly line of said Lot 1, Block A, Subdivision of Blocks A, B, C, D, E, F and G, Old Town Reserve, 255.1 feet to a point in the northerly prolongation of

the easterly line of Walnut Street in said Kansas City, said point being 29.18 feet from the northwest corner of Lot 216, Block 22 of said old Town; thence continuing on said course 65.51 feet to a point; thence along a curve to the left and

from the last described course as a tangent, the radius of which is 826.52 feet, 236.45 feet to a point; thence in a westerly or southwesterly direction along a line tangent to [fol. 3744] the last described curve 16.02 feet to a point; thence in an easterly direction along a curve to the left of the last described course as a tangent, the radius of which is 1663.82 feet, 109.38 feet to a point; thence in an easterly or northeasterly direction along a line tangent to the last described curve, 119.00 feet to a point; thence northeasterly along a line making an angle of 5 degrees 38 minutes to the right from last described course, 284.53 feet; thence on a curve to the right tangent to the last described course, the radius of which is 383.07 feet, a distance of 96.83 feet; thence eastwardly along a straight line, tangent to the last described course, 382.55 feet; thence in a southerly direction along a line parallel to the westerly line of said Lot 1, Block A, of Subdivision of Blocks A, B, C, D, E, F and G, Old Town Reserve, 31.50 feet to the point of beginning, containing 45,429 square feet, more or less.

Said parcel of land is hereby let to said Railroad Company solely for the purposes herein set forth, for a term not exceeding thirty years, subject to all of the provisions, conditions, requirements and limitations of this ordinance and of the City Charter legally applicable hereto. The Railroad Company shall pay rent to the City at the rate of $150 per month in advance, beginning on the date of approval of this Ordinance and if the Railroad Company shall become delinquent in the payment of such rent for thirty days or more after demand is made for payment thereof, [fol. 3745] the City may, by ordinance, terminate said tenancy and upon six months' written notice the Railroad Company shall remove all of its property from the land so required to be vacated and shall surrender peaceable possession thereof to the City. And it is further provided that the Railroad Company shall have the right to terminate said tenancy upon giving six months' notice thereof to the City and the Railroad Company shall, at the expiration of said six months have the right to remove all of its property from said leased premises. So long as rent shall be paid as herein fixed and provided, the city shall not terminate said tenancy in whole or in part unless and until the leased land shall be required or needed for wharfage, river or municipal purposes, and the city council shall so declare

by ordinance, the passage and approval of such ordinance shall be conclusive of the city's right to terminate said tenancy. Thereafter such land shall not be used for the purposes herein granted.

The Railroad Company shall have the right to grant to other railroad companies rights of joint ownership, maintenance or operation in tracks and facilities located or to be located on the premises hereby leased.

Section 6. The City agrees to join in appropriate applications to the Public Service Commission of Missouri for authority to close to vehicular and pedestrian traffic the grade crossings over the railroad tracks in Front Street,

[fol. 3746] Page 7

within the boundaries of Grand Avenue, Main Street and Delaware Street, extended northwardly across said Front Street, and to close the northernmost entrances to said avenue and streets at the south line of Front Street.

Section 7. To afford access by employees of the City to the City's water supply tunnel shafts, the Railroad Company shall install and maintain a private grade crossing upon and over its tracks in Front Street at a point between Elm Street and Broadway to be agreed upon by and between the authorized representatives of the City and the Railroad Company.

Section 8. All rights, licenses, privileges and franchises herein granted shall be for a term of thirty years from the effective date of this ordinance.

Section 9. This Ordinance shall be of no force or effect unless, within thirty days after its passage, the Railroad Company shall file with the City Clerk its acceptance thereof.

Section 10. This ordinance shall take effect and be in force from and after its passage and acceptance as aforesaid.

The foregoing ordinance is hereby approved.

(S.) W. M. Drennon, City Manager.

The foregoing ordinance is hereby approved.

(S.) Ralph E. Cameron, Director of Public Words.

Approved as to form. (S.) Arthur R. Wolfe, Assistant City Counselor.

[fol. 3747] Page 8

Authenticated as Passed This Mar. 11, 1940.
(S.) Chas. S. Keith, Chas. W. Regan, City Clerk, by
(S.) Wm. Dalton, Deputy City Clerk. (Seal.)

(Attached.)

State of Missouri,
County of Jackson,
Kansas City, ss:

Form 1000

I, Chas. W. Regan, City Clerk of Kansas City, Missouri, hereby certify that the annexed and foregoing is a true and correct copy of an ordinance of said City, No. 5760 entitled: "An ordinance Granting Missouri Pacific Railroad Company and Guy A. Thompson, Trustee, the Right to Construct, Reconstruct, Relocate, Maintain and Operate Certain Railroad Tracks in Front Street and Streets Crossing or Contiguous to Front Street in the City of Kansas City, Missouri, for a Period of Thirty Years: and Leasing Certain Property to Said Railroad Company and Said Trustee and Repealing Section 2 of Ordinance No. 9074, Passed June 26, 1911."

[fol. 3748] Page 9

Authenticated as passed this 11th day of March, 1940, as the same appears of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of Kansas City aforesaid, this 16th day of April A. D. 1940.

Chas. W. Regan, City Clerk. (Signed) by J. V. O'Donnell, Deputy. (Seal.)

[fol. 3749] K1 U. P. Exhibit No. 355

Bernice Jackson

May 9, 1940

No. 5760½

Acceptance of Ordinance

To the City Clerk, Kansas City, Missouri:

The undersigned Missouri Pacific Railroad Company and Guy A. Thompson, its Trustee, within the time in said ordi-

nance provided, hereby accept the terms and conditions of Ordinance No. 5760 of Kansas City, Missouri, passed by the City Council on March 11, 1940.

Executed this 22nd day of March, 1940.

Missouri Pacific Railroad Company and Guy A. Thompson, Trustee, by (Signed) J. Cannon, As Vice-President for Railroad Company and Chief Operating Officer for Trustee.

(Attached.)

STATE OF MISSOURI,
County of Jackson,
Kansas City, ss:

Form 1000

I, Chas. W. Regan, City Clerk of Kansas City, Missouri, hereby certify that the annexed and foregoing is a true and correct copy of an Acceptance of an ordinance of said City, [fol. 3750] No. 5760½—entitled: "Acceptance of Ordinance No. 5760 of Kansas City, Missouri."

.....

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.....

as the same appears of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of Kansas City aforesaid, this 16th day of April A. D. 1940.

Chas. W. Regan, City Clerk. (Signed) by J. V. O'Donnell, Deputy. (Seal.)

[fol. 3751] U. P. EXHIBIT No. 356

Bernice Jackson

May 9, 1940

No. 5761

An Ordinance Granting The Atchison, Topeka and Santa Fe Railway Company, Chicago, Burlington and Quincy Railroad Company, Chicago, Rock Island and Pacific Railway Company and Frank O. Lowden, James E. Gorman, and

Joseph B. Fleming, Its Trustees, and Missouri Pacific Railroad Company and Guy A. Thompson, Its Trustee, the Right to Construct and Jointly Maintain and Operate Certain Railroad Tracks in Front Street and Streets Crossing or Contiguous to Front Street in the City of Kansas City, Missouri, for a Period of Thirty Years, and Leasing Certain Property to Said Railroad Companies and Said Trustees.

Whereas, the construction and operation of the Missouri Produce Terminal near the Missouri River north of Front Street and east of Grand Avenue requires the construction of certain railroad tracks in Front Street and in streets crossing or contiguous to Front Street in Kansas City.

Be It Ordained by the Council of Kansas City:

Section 1. That wherever used in this ordinance, unless the contrary clearly appears, the term "City" shall be understood to mean Kansas City, Missouri; the term "Railroad Companies" shall be understood to mean The Atchi- [fol. 3752] son, Topeka and Santa Fe Railway Company, Chicago, Burlington and Quincy Railroad Company, Chicago, Rock Island and Pacific Railway Company and Frank O. Lowden, James E. Gorman, and Joseph B. Fleming, its Trustees, and Missouri Pacific Railroad Company and Guy A. Thompson, its Trustee, their respective successors and assigns.

Section 2. The Railroad Companies are hereby granted, for a period of thirty years, the franchise right, license and privilege to construct, maintain and operate railroad tracks with any and all appurtenances, turnouts, connections, signals, poles, conduits, wires, and other facilities required for the maintenance and operation of said tracks in

Front Street and/or upon public streets, substantially, as follows:

(a) That part of a track, to be presently constructed, which shall be located in Front Street about 28 feet north of and parallel with the Missouri Pacific Railroad Company's existing northerly maintrack and extend from a point about 456 feet west of the west line of Block A, Old Town Reserve, to a point about 365 feet east of the west line of said Block A.

(b) That part of a track, to be presently constructed, which shall be located in Front Street about 43 feet north of and parallel with the Missouri Pacific Railroad Com- [fol. 3753] pany's existing northerly main track and extend from the west line of Block A, Old Town Reserve, to a point about 456 feet west of the west line of said Block A.

(c) That part of three or more yard tracks, to be presently constructed, which shall be located in Front Street at various points where said tracks may converge to the south of the northerly line of Front Street between Locust Street, extended northerly, on the west, and a point just east of Gillis Street, on the east; said yard tracks shall be so located that the distance between the center line of the Missouri Pacific Railroad Company's northerly main track and the center line of the nearest of said yard tracks shall be not less than 28 feet.

(d) That part of a track, to be presently constructed, extending in a northeasterly-southwesterly direction upon and across Front Street between Holmes Street and Campbell Street.

Section 3. The City hereby leases and lets to the Railroad Companies for a period of thirty years, the following described land upon which to establish and maintain a private driveway, portions of team tracks, and appurtenances, to be used in connection with, and as a part of, said Missouri Produce Terminal:

All that part of fractional Section 32, Township 50 North, Range 33 West, in Kansas City, Jackson County, Missouri, [fol. 3754] described as follows:

Beginning at a point in the southerly line of Lot 1, Block A, subdivision of Blocks A to G, inclusive, Old Town Reserve, 18.02 feet easterly from the southwest corner of said Lot 1; thence northwardly, by a straight line making a northwest angle of 87 degrees 50 minutes 40 seconds with the southerly line of said Lot 1, 342 feet, to the easterly line of proposed Grand Avenue viaduct as established by City Ordinance No. 5686, approved January, 1940; thence southwardly along the easterly line of said viaduct 344 feet, to the westerly prolongation of the southerly line of said Lot 1; thence eastwardly 43.5 feet, more or less to the point of beginning; containing 8900 square feet, more or less.

For the use of said property the Railroad Companies shall

pay the City Ten ($10.00) Dollars per year in advance.

Said parcel of land is hereby let to said Railroad Companies solely for the purposes herein set forth, and subject to all of the provisions, conditions, requirements and limitations of this ordinance and of the City Charter legally applicable hereto. So long as rent shall be paid as herein fixed and provided, the City shall not terminate said tenancy in whole or in part unless and until the leased land shall be required or needed for wharfage, river or municipal pur-
[fol. 3755] poses, and the City Council shall so declare by ordinance. The passage and approval of such ordinance shall be conclusive of the city's right to terminate said tenancy. Thereafter such land shall not be used for the purposes herein granted.

Section 4. This ordinance shall be of no force or effect unless, within thirty days after its passage, the Railroad Companies shall file with the City Clerk their acceptance thereof.

Section 5. This ordinance shall take effect and be in force from and after its passage and acceptance as aforesaid.

The foregoing ordinance is hereby approved.
(Signed) W. M. Drennon, City Manager.

The foregoing ordinance is hereby approved.
(Signed) Ralph E. Cameron, Director of Public Works.

Approved as to form.
(S.) Arthur R. Wolfe, Assistant City Counselor.

Anthenticated as Passed this March 11, 1940.
(S.) Chas. S. Keith, Mayor; Chas. W. Regan, City Clerk, by (S.) Wm. Dalton, Deputy City Clerk.
(Notarial Seal Attached.)

[fol. 3756] Form 1000

State of Missouri,
County of Jackson,
Kansas City, ss:

I, Chas. W. Regan, City Clerk of Kansas City, Missouri, hereby certify that the annexed and foregoing is a true and correct copy of an ordinance of said City, No. 5761

entitled: "An ordinance Granting The Atchison, Topeka and Santa Fe Railway Company, Chicago, Burlington and Quincy Railroad Company, Chicago, Rock Island and Pacific Railway Company and Frank O. Lowden, James E. Gorman, and Joseph B. Fleming, its Trustees, and Missouri Pacific Railroad Company and Guy A. Thompson, its Trustee, the Right to Construct and Jointly Maintain and Operate Certain Railroad Tracks in Front Street and Streets Crossing or Contiguous to Front Street in the City of Kansas City, Missouri, for a Period of Thirty Years, and Leasing Certain Property to Said Railroad Companies and Said Trustees."

Authenticated as passed this 11th day of March 1940, as the same appears of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of Kansas City aforesaid, this 16th [fol. 3757] day of April A. D. 1940.

Chas. W. Regan, City Clerk, by (Signed) J. V. O'Donnell, Deputy. (Seal.)

[fol. 3758] UNION PACIFIC EXHIBIT No. 357

Bernice Jackson

May 9, 1940

No. 5761½

Acceptance of Ordinance

To the City Clerk, Kansas City, Missouri:

The undersigned railroads, within the time in said ordinance provided, hereby accept the terms and conditions of Ordinance No. 5761 of Kansas City, Missouri, passed by the City Council on March 11, 1940.

Executed this 22nd day of March, 1940.

The Atchison, Topeka, and Santa Fe Railway Co., by (Signed) E. J. Engel, President. Chicago, Burlington & Quincy Railroad Company, by (Signed) E. Flynn, Executive Vice-President. Chicago, Rock Island, and Pacific Railway Company and Frank O. Lowden, James E. Gorman, and Joseph B. Fleming, its Trustees, by (Signed) W. J. Durham, Jr. Missouri Pacific Railroad Company and Guy A. Thompson, its Trustee, by (S.) J. Cannon, as Vice-President for Railroad Company and Chief Operating Officer for Trustee.

(Attached)

Form 1000

STATE OF MISSOURI,
County of Jackson,
Kansas City, ss:

I, Chas. W. Regan, City Clerk of Kansas City, Missouri, [fol. 3759] hereby certify that the annexed and foregoing is a true and correct copy of an Acceptance of an ordinance of said City, No. 5761½ entitled: "Acceptance of Ordinance No. 5761 of Kansas City, Missouri." as the same appears of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of Kansas City aforesaid, this 16th day of April A. D. 1940.

Chas. W. Regan, City Clerk, by (Signed) J. V. O'Donnell, Deputy. (Seal.)

[fol. 3760] UNION PACIFIC EXHIBIT No. 358

Bernice Jackson

May 9, 1940

No. 5806

An Ordinance

To vacate Holmes Street, Charlotte Street, Harrison Street and Gillis Street, all from the Northerly line of Front Street to the Northerly lines produced Eastwardly of Blocks B, C, E and F, Old Town Reserve, an addition.

Be it Ordained by the Council of Kansas City:

Section 1. The Council of Kansas City does hereby find and declare that heretofore, to-wit: On the 16th day of February, 1940, a petition was filed with the City Clerk of Kansas City by Centralized Yards, Inc., a Missouri corporation, for the vacation of

Holmes Street from the northerly line of Front Street to the northerly line produced eastwardly of Block B; also Charlotte Street from the northerly line of Front Street to the northerly line produced eastwardly of Block C;

also Harrison Street from the northerly line of Front Street to the northerly line produced eastwardly of Block E; also Gillis Street from the northerly line of Front Street to the northerly line produced eastwardly of Block F; said Blocks B, C, E, and F being in Old Town Reserve, a subdivision of land, in Kansas City, Jackson County, Missouri,

giving a distinct description of the portions of streets [fol. 3761] to be vacated, and also the names of the persons and corporations owning or claiming to own the property fronting thereon, and that due notice of the pendency of said petition has been given for twenty (20) days in the newspaper doing the city printing, and that the consent of the persons and corporations owning or claiming to own three-fourths of the front feet of the property immediately adjoining said streets has been obtained therefor in writing, that said consent has been acknowledged as deeds are acknowledged, and was duly filed with the petition for such vacation in the City Clerk's Office.

Section 2. That the Council finds that the City Plan Commission has duly endorsed its approval of this Ordinance hereon.

Section 3. That

(Page 2)

Holmes Street from the northerly line of Front Street to the northerly line produced eastwardly of Block B; also Charlotte Street from the northerly line of Front Street to the northerly line produced eastwardly of Block C; also Harrison Street from the northerly line of Front Street to the northerly line produced eastwardly of Block E; and also Gillis Street from the northerly line of Front Street to the northerly line produced eastwardly of Block F; said Blocks B, C, E, and F being in Old Town Reserve, a subdivision of land, in Kansas City, Jackson County, Missouri,

(Reserving to Kansas City the license and right to locate, construct and maintain, or authorize the location, construc- [fol. 3762] tion and maintenance of piers, conduits, water, gas and sewer pipes, poles and wires, or any of them, over, under, along and across said vacated streets) be and the same is hereby vacated.

Section 4. That the City Clerk of Kansas City, Missouri, be and he is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance and the consent of property owners hereinbefore referred to, to be filed for record in the Recorder's Office in Jackson County, Missouri.

Section 5. All Ordinances or parts of Ordinances in conflict with this Ordinance are, in so much as they conflict with this Ordinance, hereby repealed.

Approved. Mar. 18, 1940.

(S.) Ralph E. Cameron, Director of Public Works.
Entry No. 31336. (Seal.)

Approved. Mar. 18, 1940.

City Plan Commission, Herbert V. Jones, Chairman,
(S.) Paul W. Flagg, Secretary.

Authenticated as Passed this Apr. 1, 1940.

(S.) Chas. H. Clark, Acting Mayor. Chas. W. Regan, City Clerk, by (S.) J. J. Donohue, Deputy City Clerk.

[fol. 3763] Page 3

STATE OF MISSOURI,
County of Jackson, ss:

On the 4th day of April, 1940, before me, a Notary Public in and for said County, personally appeared Chas. W. Regan to me known to be the City Clerk of Kansas City, Mo., in the above and foregoing ordinance mentioned, and acknowledged the said ordinance to be the act and deed of said Kansas City, duly passed by the Council of said City, and became effective as therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Mo., the day and year first above written.

My term expires March 25th, 1942.

(S.) Margaretto Canine, Notary Public within and for Jackson County, Missouri. (Notarial Seal Attached.)

Form 1000

State of Missouri,
County of Jackson,
Kansas City, ss:

I, Flournoy Quest, City Clerk of Kansas City, Missouri, hereby certify that the annexed and foregoing is a true and correct copy of an ordinance of said City, No. 5806 entitled: "An ordinance To vacate Holmes Street, Charlotte Street, Harrison Street and Gillis Street, all from the Northerly line of Front Street to the Northerly lines produced eastwardly of Blocks B, C, E, and F, Old Town Reserve, an addition."

[fol. 3764] Page 4

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Authenticated as passed this 1st day of April 1940, as the same appears of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of Kansas City aforesaid, this 23rd day of April, A. D. 1940.

Flournoy Quest, City Clerk. (Seal.) (Signed) By Wm. Dalton, Deputy.

[fol. 3765] Page 1

Union Pacific Exhibit No. 359

Bernice Jackson

May 9, 1940

No. 5807

An Ordinance

To Vacate Holmes Street Between the Northerly Line of First Street and the Southerly Line of Front Street; also Vacate Charlotte Street Between the Northerly Line of First Street and the Southerly Line of Front Street

Be it Ordained by the Council of Kansas City:

Section 1. The Council of Kansas City does hereby find and declare that heretofore, to-wit: On the 16th day of

February, 1940, a petition was filed with the City Clerk of Kansas City by Kansas City Terminal Railway Company, a Missouri corporation, for the vacation of Holmes Street between the Northerly line of First Street and the Southerly line of Front Street; also vacate Charlotte Street between the Northerly line of First Street and the Southerly line of Front Street, all in Kansas City, Jackson County, Missouri, giving a distinct description of the portions of streets to be vacated, and also the names of the persons and corporations owning or claiming to own the property fronting thereon, and that due notice of the pendency of said petition has been given for twenty (20) days in the newspaper doing the city printing, and that the consent of the persons [fol. 3766] and corporations owning or claiming to own three-fourths of the front feet of the property immediately adjoining said streets has been obtained therefor in writing, that said consent has been acknowledged as deeds are acknowledged, and was duly filed with the petition for such vacation in the City Clerk's Office.

Section 2. That the Council finds that the City Plan Commission has duly endorsed its approval of this Ordinance hereon.

Section 3. That Holmes Street between the Northerly line of First Street and the Southerly line of Front Street; also Charlotte Street between the Northerly line of First Street and the Southerly line of Front Street, all in Kansas City, Jackson County, Missouri, (Reserving to Kansas

City the license and right to locate, construct and maintain, or authorize the location, construction and maintenance of piers, conduits, water, gas and sewer pipes, poles and wires, or any of them, over, under, along and across said vacated streets) be and the same is hereby vacated.

Section 4. That the City Clerk of Kansas City, Missouri, be and he is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance and the consent of property owners hereinbefore referred to, to be filed for record in the Recorder's Office in Jackson County, Missouri.

[fol. 3767] Section 5. All Ordinances or parts of Ordinances in conflict with this Ordinance are, in so much as they conflict with this Ordinance, hereby repealed.

Approved: Mar. 18, 1940.

(S.) Ralph E. Cameron, Director of Public Works. Entry No. 31337. (Seal.)

Approved.

City Plan Commission, Herbert V. Jones, Chairman, (S.) Paul W. Flagg, Secretary. Mar. 18, 1940.

Authenticated as passed this Apr. 1, 1940.

(S.) Chas. H. Clark, Acting Mayor, Chas. W. Regan, City Clerk, by (S.) J. J. Donohue, Deputy City Clerk.

STATE OF MISSOURI,
County of Jackson, ss:

On the 4th day of April, 1940, before me, a Notary Public in and for said County, personally appeared Chas. W. Regan, to me known to be the City Clerk of Kansas City, Mo., in the above and foregoing ordinance mentioned, and acknowledged the said ordinance to be the act and deed of

said Kansas City, duly passed by the Council of said City, and became effective as therein stated.

In Testimony Whereof, I have hereunto set my hand and [fol. 3768] affixed my official seal at my office in Kansas City, Mo., the day and year first above written.

My term expires March 25, 1942.

(S.) Margaretta Canine, Notary Public within and for Jackson County, Missouri. (Notarial Seal Attached.)

Form 1000

STATE OF MISSOURI,
County of Jackson,
Kansas City, ss:

I, Flournoy Quest, City Clerk of Kansas City, Missouri, hereby certify that the annexed and foregoing is a true and correct copy of an ordinance of said City, No. 5807 entitled: "An ordinance To vacate Holmes Street between the North-

erly line of First Street and the Southerly line of Front Street; also vacate Charlotte Street between the Northerly line of First Street and the Southerly line of Front Street."

. . . . . .

. . . . . .

Authenticated as passed this 1st day of April 1940, as the same appears of record and on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of Kansas City aforesaid, this 23rd day of April, A. D. 1940.

Flournoy Quest, City Clerk. (Signed) By Wm. Dalton, Deputy. (Seal.)

[fol. 3769] UNION PACIFIC EXHIBIT No. 360

Bernice Jackson

May 9, 1940

Form No. 60—Class E.

Demaree Stationery Co.,
908 Walnut, Kansas City, Mo.

Store Lease

This Lease, made this 4th day of April 1940, by and between The City of Kansas City, party of the first part, hereinafter called the lessor, and L. Gordon & Sons Produce Company, party of the second part, hereinafter called lessee.

Witnesseth: That said lessor hereby leases to said lessee the Store Room located at #11 East Third Street, Kansas City, Jackson County, Missouri, to be used for the purpose of Fruit & Vegetable business for a term of Five Years, beginning April 15, 1940 and ending April 15, 1945, and the said lessee agrees to pay for the use and rent thereof a total of Thirty-Six Hundred and No/100 ($3600.00) Dollars, payable at the rate of Sixty and No/100 ($60.00) dollars per month, for the whole time and to pay the same on the fifteenth day of each month, in advance, at the office of Commissioner of Markets of the City of Kansas City

The lessee covenants and agrees with the lessor as follows:

1. To take good care of the premises and keep them in good repair, free from filth, danger of fire or any nuisance,

[fol. 3770] and return the same, at the termination of the lease, in as good condition as received by him, usual wear and use, destruction by fire not caused by the negligence of the lessee, and providential destruction excepted.

2. To not sublet or allow any other tenant to come in with or under him or assign this lease or any part thereof by his act, process or operation of law, or in any other manner whatsoever without the written consent of the lessor indorsed on this lease.

3. To make no alteration in the premises without the consent of the lessor in writing, except ordinary repairs as aforesaid; permit the lessor or agent to enter at all reasonable times to view the premises and make such repairs and alterations as said lessor may deem necessary or proper, and within one month before the termination of this lease display a rent sign on said premises and show same to prospective tenants; to not use the premises or permit the use thereof in such manner as to make void or increase the rate of insurance thereon; and to comply with the ordinances of the City and the laws of the State and save harmless the lessor for or on account of all charges or damages for non-observance thereof.

4. Not to put upon or permit or allow to be put upon any part of the premises hereby let any signs, bill boards or advertisements whatever without the previous consent in writing of the lessor.

[fol. 3771] 5. If the premises hereby let shall, without fault of lessee be destroyed or be so damaged as to become untenantable by fire or by providential means, then, if the lessor shall by writing, deliver to lessee within thirty days after such damage or destruction, elect to rebuild or repair, this lease shall remain in force and lessor shall rebuild or repair said premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage and for that purpose may enter said premises and rent shall abate during time said premises are untenantable; but if lessor does not elect as aforesaid to rebuild or repair, then lessor shall have possession of said premises hereby let and lessee shall deliver and surrender to lessor such possession and this lease shall become void and the term hereby created end; and upon such

delivery and surrender being made or upon the recovery of said premises by lessor the obligation to pay rent shall cease, but until such delivery and surrender or recovery the obligation to pay rent shall not cease.

6. At the expiration of the term hereby created, or if default be made in the payment of rent after the same is due or upon the breach of any of the covenants and agreements herein contained, the lessor or his agent shall have the right to enter and take possession of the leased premises, and the lessee agrees to deliver same without process of law, and this lease, at the option of the lessor, shall terminate, but for [fol. 3772] this cause the obligation of the lessee to pay shall not cease and the lessee shall be liable for any loss or damage to the lessor for his failure to comply with the terms hereof.

7. The covenants herein contained shall run with the premises hereby let and bind the heirs, executors, administrators, assigns, and successors of the lessor and lessee respectively and consent of lessor to assignment, and acceptance of rent from assignee of the lessee shall not release the lessee from his obligation to pay rent and comply with the other conditions of this lease.

8. The Lessee is hereby given an option to renew this lease, provided he is not delinquent in the payment of rent, for an additional period of five years, at such price as the Lessor is willing to lease the premises after the expiration of this lease; said option shall be exercised by the Lessee during the 55th, 56th or 57th month of this lease by giving written notice to the Lessor of its intention to exercise said option.

In Witness Whereof, The parties have hereunto set their hands the day and year above written to duplicate copies.

(Signed) L. Gordon & Sons, by Louis Gordon, Kansas City, Mo., by H. R. McMorris, Director of Finance.

Approved as to form, John J. Cosgrove, Asst. City Counselor (Signed) Jos. Spoor, Com. of Markets.

[fol. 3773] U. P. Exhibit No. 361

Bernice Jackson

May 9, 1940

City of Kansas City, Missouri

Report on Investigation of the Cost to Construct the Kansas City Public Market (Including Completion Cost Estimates), Supplemented by Information Relating to the Cost Incurred, or Proposed to be Incurred, for Paving Streets adjoining the Market Site; Acquisition of Adjacent Land and the Construction of a Viaduct in the Vicinity of the Public Market.

As at April 24, 1940 after giving Effect to the Low Bid (Submitted Subsequent to that Date) for Construction of Viaduct.

(Signed Copy).

Peat, Marwick, Mitchell & Co.
Accountants and Auditors

[fol. 3774] (Signed Copy)

Peat, Marwick, Mitchell & Co.

Accountants and Auditors

New York	
Atlanta	Minneapolis
Boston	New Orleans
Charlotte	Newark
Chicago	Philadelphia
Cleveland	Pittsburgh
Dallas	Portland
Denver	St. Louis
Detroit	Salt Lake City
Houston	San Francisco
Indianapolis	Seattle
Kansas City	Tulsa
Los Angeles	Washington
Memphis	Worcester
Milwaukee	Havana, Cuba

Canada
Great Britain
Europe

Commerce Building
Kansas City, Mo.
May 4, 1940.

Union Pacific Railroad Company, Omaha, Nebraska.

Attention: Watson, Ess, Groner, Barnett and Whittaker,
Attorneys, Dierks Building, Kansas City, Missouri.

Gentlemen:

In accordance with your instructions, we have made an investigation to determine the cost incurred or to be incurred as at April 24, 1940, by the City of Kansas City, Missouri, and/or the Work Projects Administration in constructing the new Public Market situate in Kansas City, [fol. 3775] Missouri, on a plot of land bounded on the North by Third Street, on the South by Fifth Street, on the East by Walnut Street, and on the West by Main Street. Supplementing the foregoing, our investigation also included the determination of the cost incurred or proposed to be incurred as at April 24, 1940, by the City of Kansas City, Missouri, and/or the Work Projects Administration for (1) paving streets adjoining the Market site, (2) the acquisition of adjacent land, and (3) the proposed construction of a viaduct connecting the Railroad Produce Terminal with the market site vicinity at Grand Avenue and Second Street. We did not make a detailed examination of the accounts of Kansas City, Missouri, but confined our work to an examination of those accounts pertaining to the construction of the new Public Market, supplemented by limited examinations of

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other accounts and necessary investigations that developed as our work progressed. The extent and limitations of our examination were as follows:

(1) Examination of the transactions in Kansas City Public Market Improvement Bond Fund, 2nd Issue, for the period from October 11, 1937, to April 24, 1940.

(2) Investigation of charges to the General Fund, limited to the period from April 6, 1940, to April 23, 1940 and consisting of an examination of vouchers numbered 15434 to 16366.

[fol. 3776] (3) Examination of the Transactions in the "W. P. A. Construction Account Trust" for the period from November 29, 1939, to April 6, 1940.

(4) Investigation of the records relating to unpaid orders issued against the funds referred to above as at April 24, 1940.

(5) Examination of the records relating to the acquisition of land on the west side of Main Street, between Fourth and Fifth Streets, Kansas City, Missouri.

(6) Ascertainment of the aggregate amount expended by the Work Projects Administration on work inside the new market and on adjoining streets.

(7) Conferences with the Director and Assistant Director of Public Works of the City of Kansas City, Missouri, for the purpose of obtaining estimates of the cost to complete the new market, adjacent improvements and facilities.

(8) Examination of engineers' preliminary estimates relating to the cost of a proposed viaduct connecting the Railroad Produce Terminal with the market site vicinity at Grand Avenue and Second Street.

(9) Investigation of certain charges against the Trafficway Bond Fund (which employees of the City informed us represented the cost of razing buildings during the period from October 24, 1937, to April 19, 1938.

A summary (together with pertinent notes) setting forth [fol. 3777] the results of our examination is appended hereto. We submit hereunder the following explanatory comments on the various items set forth in the summary, the source of our information, and the extent of our confirmation of them.

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Construction Contracts, $447,384.92. This item represents expenditures for construction (performed under contract) of the market buildings and the roofs over the farmers' market. We examined ordinances ratifying the contracts and compared the record of published notices to contractors with awards and the ordinances. As at April 24, 1940, the Kansas City Public Market Improvement Bond Fund, 2nd Issue, had been charged with payments to contractors aggregating $442,251.72. An amount of $5,133.20, representing the final payment on all contracts, was reserved for out of the Bond Fund, but was unpaid as at that date.

Architects' Fees, $22,378.92. We examined the contract entered into by the City with Frederick C. Gunn, Architect, the terms of which provide for a fee of 5% of the cost of the

Market Buildings and Farmers' Market. Our examination of payments made to the architect disclosed that the last statement rendered by him, while purporting to be a final bill, included the statement "Balance due at this time". It was stated by Mr. N. W. Hyland, Assistant Director of Public Works, that the question of additional fees for the architect, based on the plans submitted with the City's applica- [fol. 3778] tion for aid from the Public Works Administration, had been discussed with the architect, but that no agreement as to such fees had been made as at April 25, 1940. We did not communicate with Mr. Gunn regarding these fees.

Preliminary, Legal and Administrative Expenses, $4,621.09. We examined invoices and cancelled warrants supporting the amount shown above and we are satisfied that the following items comprise a part of the cost of the Kansas City Public Market:

4

Test Borings at Market Site	$1,367.00
Models of Market	300.00
Advertising for Bids for Construction of Market	325.90
Blue Prints, Etc., of Market	363.13
Expenses incidental to Issue of Public Market Improvement Bonds:	
Bond Registers	1,072.90
Lithographing Bonds	644.66
Legal Expense	547.50
Total	$4,621.09

City Payrolls, $12,981.29. In connection with expenditures by the City for labor at the Public Market, we examined cancelled warrants for payments set forth below and, without confirming the authenticity of the payrolls, we are satisfied that the following wages are chargeable to the [fol. 3779] cost of the new market:

Wages of City Employees for Inspection of Work performed under Contract	$11,760.37
Wages of City Employees for Painting done inside Retail Market	660.00
Wages of City Employees for Construction of Sidewalks adjoining the Market	560.92
Total	$12,981.29

In connection with expenditures made by the City for wages which are chargeable to the cost of the new Public Market, reference is herein made to comments on Page 5 of this report relating to the cost of razing buildings on the market site:

Materials and Supplies, $25,753.19. We examined invoices, cancelled warrants and/or orders supporting the amounts hereunder set forth and in accordance with information furnished to us by Mr. Milton J. Doyle, Area Engineer for the Work Projects Administration, have allocated $11,636.10 of the amount thereof to cost of paving streets adjoining the Public Market. The funds from which the expenditures were (or will be) made, the nature of the charges and the allocation thereof are as follows:

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	Total	Kansas City Public Market Improvement Bond Fund, 2nd Issue	General Funds	"W.P.A. Construction Account Trust"
Ready Mixed Concrete	$20,788.83	8,555.59	9,140.00	3,093.24
Lumber, Steel and Hardware	4,904.96	3,155.46	224.70	1,524.80
Steam used in Testing Plumbing	59.40	59.40	.....	.....
Total	$25,753.19	11,770.45	9,364.70	4,618.04

[fol. 3780] Razing Old Buildings on Market Site, $1,468.50. This amount was paid to the Dixie Machinery Company for rental of machinery that was used during the period when old buildings on the market site were being razed. We examined invoices and cancelled warrants supporting the expenditure and are satisfied that the amount is a proper charge to the cost of the new Public Market.

We inquired as to additional costs of razing the old buildings and were informed by Mr. N. W. Hyland, Assistant Director of Public Works, that he could recall no other payments to persons not regularly employed by the City, but that a City Street Cleaning Crew was engaged in razing buildings on the market site over a period of approximately two years. His statement was qualified, however, to the extent that during the same period the crew had also razed certain buildings located near Twelfth and Central Streets,

Kansas City, Missouri, and that the time spent at that location could not be determined.

We questioned Mr. Pat Rudolph, in the Office of Commissioner of Accounts, concerning any costs incurred by the Street Cleaning Department in razing the old City Hall and Market. He directed us to Miss Ollie Harvey, employed in the Street Cleaning Department, who had prepared the payrolls of the Street Cleaning Department for this work.

Page 6

[fol. 3781] Miss Harvey stated that the work in question had been done by a crew from the Street Cleaning Department under the supervision of Mr. John Toland and that the work started immediately after the City Hall employees moved to their present quarters, which was October 25, 1937. She further stated that she prepared the payrolls and that such payrolls were paid from Trafficway Bond Fund, and although she stated that it took considerable time to raze the buildings, she was unable to state the actual time taken.

We made further inquiry (as to the time taken to complete the work) at the office of the Commissioner of Accounts and Mr. Rudolph, an employee therein, stated that the time involved in razing the City Hall and Market structures was well over a year.

As a result of our investigation and inquiries, we made an examination of the Warrant and Voucher Registers containing a record of disbursements from the Trafficway Bond Fund, for the period from October 30, 1937, to April 19, 1939, the length of time during which said payrolls of the Street Cleaning Department were paid from the Trafficway Bond Fund and the approximate length of time consumed in wrecking the City Hall and Market located on the present site of the New Market (i.e., according to our information from various City Hall employees as described heretofore).

We extracted from the Warrant and Voucher Registers [fol. 3782] containing the said record of Disbursements from the Trafficway Bond Fund, the record of payments to the Street Cleaning Department Crew engaged in wrecking buildings. The total amount of $109,387.55 was paid to

employees of this particular crew of the Street Cleaning Department during the period from October 30, 1937, to April 19, 1939. We also made a test examination of the payrolls of this particular crew of the Public Works Department for the same period and found penciled notations on certain of the payrolls to the effect that certain of the

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employees were engaged at work on the market, certain others on other work and certain of the names contained no notations at all. The notations were found on only part of the payrolls, some of the payrolls bore no notations whatsoever. However, the payrolls did disclose that Mr. John Toland acted as foreman of the Crew for the period from October 30, 1937, to December 19, 1938, but he was not available for an interview.

Based on the foregoing, it appears that a substantial part of the amount, $109,387.55, should be charged to the cost of the new Public Market. Lacking complete information we have been unable to make an allocation between cost of razing buildings at the Public Market and costs elsewhere, and the cost of the new Public Market, as shown by the attached summary, must be increased by so much of this payroll as is applicable thereto.

[fol. 3783] Paving Work done by Work Projects Administration within Market Site—$22,627.47: on Adjoining Streets—$31,330.61. We interviewed Mr. Milton J. Doyle, Area Engineer for the Work Projects Administration, who stated that the amount, $22,627.47, represented the total cost to the Administration for paving the interior area of the Market. According to Mr. Doyle, the aggregate expenditure by the Administration for paving streets adjoining the Market was not definitely determinable, because during the time this work was in progress the records of the Administration did not provide for segregation of cost by projects, hence, the amount, $31,330.61, furnished by him, represented only a portion of the cost. We asked for an estimate of the remaining cost, but Mr. Doyle was unable to comply with our request. The information obtained from Mr. Doyle is summarized as follows:

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Nature of Work	Location of Project	Amount obtained from Area Engineer's Office
Paving—Labor only	Interior of Market	$22,627.47
Paving—Labor only	Walnut Street from Third to Fifth Streets; North Part of Fifth Street from Walnut to Main Streets; East Part of Main Street from Fourth to Fifth Streets	31,330.61
Paving—Labor and Materials	Third Street from Walnut to Main Streets and East Part of Main Street from Third to Fourth Streets	Not Available
	Total	$53,958.08

[fol. 3784] Mr. Doyle informed us that the City of Kansas City, Missouri, expended $11,636.10 for materials and supplies in connection with the amount of $31,330.61, contributed by the Work Projects Administration. It will be noted hereinafter that in determining the amount expended by the City for materials and supplies chargeable to the cost of the Public Market, we have allocated $11,636.10 to the cost of paving streets adjoining the Public Market.

Land, $23,845.00—Surfacing, $3,428.50. We examined Ordinance No. 5714 authorizing the payment of $23,845.00 for the purchase of certain parcels of land situate in Block 17, Old Town, a Subdivision of land in Kansas City, Missouri. According to information furnished to us by Mr. N. W. Hyland, Assistant Director of Public Works, this land, which is located on the west side of Main Street between Fourth and Fifth Streets, is to be utilized as a parking lot. My. Hyland further stated that should surfacing similar to the type used for city boulevards be utilized, it will require approximately 3,428½ yards of surfacing. On the basis of $1.00 per yard, the cost of such improvement would be approximately $3,428.50, which amount has been included in the cost of the improvements in the vicinity of

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the market site.

Our examination of the records disclosed that Warrant No. 15165, in the amount of $1,423.00, the initial payment [fol. 3785] on the purchase price of the land, had been charged against the General Fund, on March 30, 1940. The unpaid balance, $22,422.00, was not allocated to any fund as at April 24, 1940.

Elevator, Etc., $3,280.00. Mr. N. W. Hyland, Assistant Director of Public Works, stated that the new market was substantially complete with the exception of a dumb waiter and exhaust fan to be installed in the restaurant, the cost of which he estimated at $1,280.00, and that certain tenants in the fish market constructed their own freight elevator at a cost of approximately $2,000.00, which amount is to be deducted from rentals payable by such tenants over a period of five years.

Construction of Proposed Viaduct connecting the Railroad Produce Terminal Site with the Market Site Vicinity at Grand Avenue and Second Street, Kansas City, Missouri (including Engineers' Fee)—$297,853.31. The proposed viaduct has been advertised for bids to be closed April 30, 1940. We examined the preliminary estimates prepared by Messrs. Ash, Howard, Needles and Tammen, 55 Liberty Street, New York, New York, showing estimated cost as $262,000.00, not including rights-of-way, legal and administrative expenses. In addition, Colonel R. E. Cameron, Director of Public Works, informed us that the Engineering Fee was to be 4½% of construction cost. Subsequent to April 24, 1940, bids were submitted for this work. The low bid was $285,029.00, submitted by J. A. Tobin Construction Company, Kansas City, Kansas. We have given [fol. 3786] effect to that bid in this report and have based the engineers' fee, $12,826.31, on the amount of the low bid.

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Interest Charges on Kansas City Public Market Improvement Bonds, 2nd Issue, $26,093.09. During the period while the new Public Market was under construction, from October 1, 1937, to April 15, 1940, the interest charges paid and/or accrued on the Kansas City Public Market Improvement Bonds, 2nd Issue, amounted to $26,093.09. We have included that amount as a proper charge to the cost of the buildings and improvements on the market site. Funds for the construction of the new market and improvements in the vicinity thereof were provided in part by means other than the bonds referred to above, which aggregated $500,000.00. The cost of the buildings and improvements on the market site and the cost of land and improvements in the vicinity of the market site, as shown by the accompanying summary, must be increased by the amount of interest paid and/or accrued on the funds that were provided from sources other

than the Kansas City Public Market Improvement Bonds, 2nd Issue.

General. We were informed by Mr. N. W. Hyland, Assistant Director of Public Works, that as the result of changing the type of lighting equipment at and adjacent to the new market site, the electric light bill of the City would be increased by approximately $5,300.00 per annum. In our opinion, this is an additional operating expense and we have [fol. 3787] not included it in the cost of constructing the new market, adjacent improvements and facilities.

Yours truly, (Signed) Peat, Marwick, Mitchell & Co.

[fol. 3788]

Summary of Cost of New Kansas City Public Market (including Completion Cost Estimates) and Information relating to the Cost Incurred, or Proposed to be Incurred, for Paving Streets Adjoining the Market Site; Acquisition of Adjacent Land and the Construction of a Viaduct in the Vicinity of the Public Market

As at April 24, 1940, after giving Effect to the Low Bid (Submitted Subsequent to that Date) for Construction of Viaduct

Description of Items and Source of Funds	Total	Buildings and Improvements on Market Site	Land and Improvements in Vicinity of Market Site
Kansas City Public Market Improvement Bond Fund, 2nd Issue:			
Construction under Contract	447,384.92	447,384.92	.....
Architect's Fees	22,378.92	22,378.92	.....
Preliminary, Legal and Administrative Expenses	4,621.09	4,621.09	.....
Wages of City Employees for Inspection of Work performed under Contract	11,760.37	11,760.37	.....
Materials and Supplies	11,770.45	11,770.45	.....
Razing of Old Buildings on Market Site—See Note (1)	1,468.50	1,468.50	.....
Paving Work done by Work Projects Administration—See Note (2)	53,958.08	22,627.47	31,330.61
General Funds:			
Materials and Supplies	9,364.70	9,364.70	.....
Land adjacent to New Public Market (Initial Payment)	1,423.00	.....	1,423.00
Wages of City Employees for Work Inside New Public Market	1,220.92	1,220.92	.....

[fol. 3789]

"W.P.A. Construction Trust Account"—Materials and Supplies	4,618.04	4,618.04	.....
Unpaid Portion of Purchase Price of Land adjacent to New Public Market—not allocated to any Fund	22,422.00	.....	22,422.00
Completion Estimates—not allocated to any Fund:			
Surfacing of proposed Parking Lot	3,428.50	.....	3,428.50
Elevator, Dumb Waiter and Exhaust Fan—New Public Market Restaurant	3,280.00	3,280.00	.....

Description of Items and Source of Funds	Total	Buildings and Improvements on Market Site	Land and Improvements in Vicinity of Market Site
Proposed Viaduct connecting the Railroad Produce Terminal with the Market Site Vicinity at Grand Avenue and Second Street (including Engineers' Fee) See Note (3).....	297,855.31	.....	297,855.31
	896,954.80	540,495.38	356,459.42
Deduct—Adjustment to give effect to Amount expended by the City for Improvements in Vicinity of the Market Site—See Accompanying Report—"Work done by Work Projects Administration".....	.....	(11,636.10)	11,636.10
	896,954.80	528,859.28	368,095.52
Interest Charges on Kansas City Public Market Improvement Bonds, 2nd Issue, during the Period from October 1, 1937, to April 15, 1940, while the New Public Market was under construction.....	26,093.09	26,093.09	.....
	923,047.89	554,952.37	368,095.52
[fol. 3790]			
Less—Refund for Steam used and Sales of Salvaged Buildings.....	1,335.60	45.60	1,310.00
Net Cost as at April 24, 1940, after giving effect to the Low Bid (submitted subsequent to that Date) for Construction of Viaduct—See Notes (1) to (4).....	$921,692.29	554,906.77	366,785.52

Notes:

(1) The payrolls include labor for razing the old market buildings and other buildings but the records do not indicate what amount is chargeable to each; see accompanying report.

(2) This does not include the cost of labor and materials for paving Third Street from Walnut to Main Streets and the East part of Main Street from Third Street to Fourth Street; see accompanying report.

(3) Effect has been given in determining this cost to (1) the low bid submitted for the work and (2) the amount of the Engineers' Fee on the basis of that bid; see accompanying report.

[fol. 3791]

(4) The amount, $554,906.77, does not include (a) that portion of wages expended by the City and chargeable to the cost of razing buildings on the market site, and (b) value of land on which the market buildings and improvements are situate. The total cost of buildings and improvements on and in the vicinity of the market site, $921,692.29, must be increased by the amount of interest paid and/or accrued on the funds that were provided from sources other than the Kansas City Public Market Improvement Bonds, 2nd Issue.

(Brackets denote red figures)

[fol. 3792] U. P. Exhibit No. 362

Bernice Jackson

May 9, 1940.

City of Kansas City, Missouri

Potential Annual Revenue and Estimated Operating Expenses of Municipal Market

Statement of Revenue and Expenses of Municipal Market for the Period from January 1, 1940, to April 26, 1940

(Statements Prepared from Records without Audit.)

(Signed Copy)

Peat, Marwick, Mitchell & Co.

Accountants and Auditors

(Signed Copy)

(Letterhead)

Peat, Marwick, Mitchell & Co.

Accountants and Auditors

New York
Atlanta
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Houston
Indianapolis
Kansas City
Minneapolis
New Orleans
Newark
Philadelphia
Pittsburgh
Portland
St. Louis
Salt Lake City
San Francisco
Seattle
Tulsa
[fol. 3793]
Los Angeles
Memphis
Milwaukee
Washington
Worcester
Havana, Cuba

Canada
Great Britain
Europe

Commerce Building
Kansas City, Mo.

May 8, 1940.

Union Pacific Railroad Company, Omaha, Nebraska.

Attention: Watson, Ess, Groner, Barnett and Whittaker, Attorneys, Dierks Building, Kansas City, Missouri

Gentlemen:

In accordance with your instructions, we have made an examination of certain records of the City of Kansas City, Missouri, to obtain the following data regarding the operation of the Kansas City Public Market:

(1) The potential revenue space and the rental per square foot;

(2) The estimated operating costs on the basis of various percentages of occupancy; and

(3) A statement of revenue and expenses for the period from January 1, to April 26, 1940.

The present Kansas City Public Market has been erected during the approximate period from November, 1937, to the early spring of 1940, at a cost of $921,692.29, the funds for [fol. 3794] which were provided in part through a bond issue by the City of Kansas City, Missouri, known as Kansas City Public Market Improvement Bonds, 2nd Issue, in the amount of $500,000.00. This cost is exclusive of wages incurred by the City in the

razing of the old buildings on the present market site and also exclusive of interest on amounts expended by the City from sources other than the aforementioned bonds and does not include cost of paving Third Street from Walnut to Main Streets, and the east part of Main Street from Third to Fourth Streets.

The bonds were issued in the following series, bearing interest at rates ranging from 2¼% to 3%:

	Principal Amount	Interest Rate %	Annual Interest Charge
Series A	$150,000.00	2½-3	$4,375.00
Series B	250,000.00	2¾-3	7,100.00
Series C	100,000.00	2¼-2¾	2,512.50
Total	$500,000.00		13,987.50

Findings

Potential Revenue Space and Rental per Square Foot. Revenue space at the Kansas City Public Market is divided into three classifications, namely: wholesale buildings, retail building, and farmers' drive-in stalls. We obtained a floor plan of the retail building and a schedule of proposed rentals to be charged to occupants. This data disclosed that the retail building contained 6,163 square [fol. 3795] feet of revenue space comprising seventeen stalls. The aggregate per annum rental proposed amounted to $10,770.00, or $1.75 per square foot. We were informed by Mr. A. S. Davis, Director of the Welfare Department, that all available stalls are occupied but that no rentals will be charged until June 1, 1940. We requested the leases covering space in the retail market from Mr. Pat Rudolph, to whom we were directed by Mr. A. S. Davis, Director of Welfare. Mr. Rudolph did not produce the leases for our inspection and stated that he was unable to locate them

in his department. Mr. Rudolph is employed by the City in the office of the Commissioner of Accounts. We also made inquiry of Mr. J. W. Spoor, Market Master, concerning the location of the leases covering rental of space in the retail market but he stated that he was not able to furnish us with this information. It was thus impossible for us to examine leases pertaining to the rental of the retail market.

We examined twenty-four leases covering space in the wholesale section providing for an aggregate per annum rental of $16,200.00. A rental schedule covering the wholesale market furnished us by Mr. J. W. Spoor, Market Master, disclosed three additional occupants being charged an aggregate annual rental of $2,100.00. On the basis

of this schedule, the potential annual revenue from the wholesale section aggregated $18,300.00. We examined a floor plan of the wholesale buildings including the market [fol. 3796] stall areas but not including complementary office and storage space. Based on this floor plan the annual rental per square foot amounts to approximately $.8245 per square foot.

The abovementioned leases covered the period from April 15, 1940 to April 15, 1945. Farmers' drive-in stalls are rented at the rate of twenty-five cents per day and may be reserved at the option of the occupant for an additional payment of $3.00 per month. The estimated annual revenue from this source was stated at $8,000.00 in the City budget for the ensuing fiscal year in the possession of Mr. A. S. Davis, Director of the Welfare Department. A summary of the above information is tabulated below:

Retail Building	$10,770.00
Wholesale Buildings	18,300.00
Farmers' Drive-In Stalls	8,000.00
Total	$37,070.00

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Estimated Operating Costs. In the opinion of Mr. A. S. Davis, Director of the Welfare Department, the percentage of occupancy will have no material effect on the operating expenses of the Market. The aforementioned budget has allocated approximately $13,000.00 for this purpose. Mr. Davis stated that this amount appeared reasonable. The amount of $13,000.00 does not include charges for depreciation or provision for interest on the aforementioned bonds.

[fol. 3797] A summary of the projected revenue and expenses allocable to the operation of the market follows:

Total Revenue on the Basis of 100% Occupancy		$37,070.00
Operating Expenses, exclusive of Depreciation and Interest Charges	$13,000.00	
Depreciation	13,435.93	26,435.93
Net Income before Interest Charges		$10,634.07

The foregoing charge for depreciation has been computed on the following amounts at the rate of 1½% per annum:

Description	Cost	Depreciation
Buildings and Improvements on Market Site	$554,906.77	8,323.60
Proposed Viaduct connecting the Railroad Produce Terminal Site with the Market Site Vicinity	297,855.31	4,467.83
Paving Streets adjacent to Market Site	42,966.71	644.50
Total	$895,728.79	13,435.93

It will be noted that the net income before interest charges of $10,634.07, provides a return of 1.15% on a total investment of $921,692.29.

Revenue and Expenses for the Period from January 1, to April 26, 1940. A statement of Revenue and Expenses as determined from the Revenue Ledger, Expense Ledger,

and supplementary records of the City of Kansas City, Missouri, is presented below:

[fol. 3798] Revenue:

Rentals Received		$1,590.00
Wagon Fees (Monthly)		504.00
Wagon Fees (Daily)		120.25
Total Revenue		2,214.25
Expenses:		
Commissioner:		
Payroll	$600.00	
Unclassified	35.45	
Operations:		
Payroll	1,440.00	
Fuel, Light and Power	661.91	
Material and Supplies	144.79	
Unclassified	47.43	
Maintenance—Material and Supplies	146.33	3,075.91
Excess of Expenses over Revenue		$861.66

The above statement includes all revenues collected at the close of business on April 26, 1940, but the expenses to that date are incomplete due to the fact that payrolls, power bills, etc., are not posted in the records until after the close of the current month. On the basis of preceding months it is estimated that expenses for the period would have been increased by approximately $1,100.00, if all items applicable thereto had been included.

We examined a "Rent Ledger" relating to the rental [fol. 3799] accounts of tenants of the former market, and formerly maintained by the Market Master. Our examination disclosed that the aggregate amount of unpaid rentals at April 26, 1940, was $11,060.90. The balances making up this amount consisted of charges applicable prior to March, 1938.

Yours truly, (Signed) Peat, Marwick, Mitchell & Co.

K.C.K.EXHIBIT NO. 363

EX 363 Date Marked MAY 9 3800

KCK EX 363 Date Marked MAY 9 1940

INVESTMENT BONDS PURCHASED, YEARS 1938, 1939 and 1940

WATER INSURANCE FUND

Date Purchased	Bonds	Series	Interest Rate, %	Amount	Basis,		Cost	Date Due
4-1-38	Kansas City, Kansas, Int. Impr.	G-25, 3-1-38	2½	$ 6,000.00	Par		$ 6,000.00	3 ½ each, 3-1-47 & 49
11-26-38	" " " Gen. "	X-25, 11-1-38	2	7,000.00	102.38	Approx. .80	7,166.60	11-1-40
					Average Yield for 1938, Approx. 1.47			
7-6-39	" " " " "	B-26, 7-1-39	1½	5,000.00	Par		5,000.00	Serially, 7-1-45 to 7-1-49
1940	None							

LIGHT INSURANCE FUND

4-1-38	Kansas City, Kansas, Int. Impr.	G-25, 3-1-38	2½	3,000.00	100.97,	Approx. 2.10	3,029.10	3-1-45
11-26-38	" " " Gen. "	X-25, 11-1-38	2	3,000.00	100.36	" 2.20	3,010.80	3-1-46
				7,000.00	102.43	" 1.10	7,170.50	(Sold to Light Sinking Fund, 4-1-40)
				6,000.00	101.31	" 1.90	6,078.60	11-1-41
				6,000.00	100.93	" 1.90	6,049.80	11-1-45
				6,000.00	Par		6,000.00	11-1-46
				6,000.00	Par		6,000.00	11-1-47
								11-1-48
					Average Yield for 1938, Approx. 1.80			
6-3-39	Kansas City, Kansas, Bd. of Ed. Bldg.	B-1-39	1½	5,000.00	103.17,	Approx. 1.20	5,158.50	5-1-45
				5,000.00	103.00	" 1.30	5,150.00	5-1-46
8-15-39	" " " Gen. Impr.	B-26, 10-1-39	2½	2,500.00	Par		2,500.00	$500.00 Annually, 10-1-45 to 10-1-49
11-14-39	" " " " "	B-26, 11-1-39	2	5,000.00	Par		500.00	(Sold to Light Sinking Fund, 4-1-40) 2-1-45
							500.00	2-1-46
							500.00	2-1-47
							500.00	2-1-48
11-13-39	" " " " "	B-26, 12-1-39	2	2,000.00	Par		1,000.00	2-1-49
							500.00	2-1-46
							500.00	2-1-47
							500.00	2-1-48
							1,000.00	2-1-49
					Average Yield for 1939, Approx. 1.69			

KCK EXHIBIT NO. 363

M.363 Entered June 3 1940

INVESTMENT BONDS PURCHASED, YEARS 1938, 1939 and 1940

LIGHT INSURANCE FUND (Continued)

Date Purchased	Bonds	Series	Interest Rate, %	Amount	Basis, %	Cost	Date Due
2-10-40	Kansas City, Kansas, Gen. Impr.	B-26,	2	2,000.00	Par	2,000.00	$500.00 Annually, 2-1-46 to 2-1-50
4-1-40	U. S. Treasury	12-15-38	2½	90,000.00	100.00, Approx. 2.26	90,000.00	12-15-43
4-1-40	" "	12-15-38	2½	9,700.00	100.00, " 2.26	9,700.00	12-15-43

Average Yield for 1940, Approx. 2.25

WATER SINKING FUND

1-27-38	Wyandotte County Spec. Impr. (Ridgeview Road)	1-1-27	1½	1,000.00	1.00	1,092.23	1-1-39
				4,000.00	1.00	4,366.62	1-1-40
2-8-38	Wyandotte County Gen. Impr.	2-1-38	2½	4,000.00	1.0%	4,436.72	2-1-39
				4,000.00	1.25	4,07[illegible].04	2-1-40
2-10-38	Kansas City, Kansas, Water Dept. "A"	7-1-09	1½	9,000.00	0.75	9,114.50	7-1-39
4-1-38	" " " Int. Impr. C-25	3-1-38	2½	2,074.00	101.23, Approx. 1.00	2,099.60	3-1-39
				2,000.00	101.97, Approx. 1.25	2,039.40	3-1-40
4-7-38	" " " Water Dept. "A"	7-1-09	1½	1,000.00	0.75	1,045.84	7-1-39
4-15-38	" " " Fire Station, C-20	1-1-24	2½	38,000.00	2.15	43,282.11	1-1-44
4-29-38	" " " Light Dept., "N"	2-1-25	2½	1,000.00	2.25	1,140.25	2-1-45
6-9-38	" " " Water Dept., "A"	7-1-09	1½	1,000.00	0.60	1,041.09	7-1-39
7-30-38	" " " " " "B"	8-1-09	1½	4,000.00	103.35, Approx. .60	4,134.00	8-1-39
9-15-38	" " " " " "D"	9-15-12	2½	2,000.00	1.75	2,277.30	9-15-42
9-15-38	Allen County Road	2-1-27	1½	5,000.00	0.65	5,263.55	2-1-40
9-19-38	Kansas City, Kansas, Water Dept., "A"	7-1-09	1½	1,000.00	0.50	1,031.22	7-1-39
9-28-38	" " " " " "O"	2-1-30	2½	1,000.00	1.25	1,075.29	2-1-41
10-17-38	" " " " " "A"	7-1-39	1½	2,000.00	0.50	2,056.00	7-1-39
11-3-38	" " " " " "H"	6-1-23	2½	1,000.00	1.60	1,127.50	6-1-43
11-3-38	Wyandotte County, "P"	9-1-14	1½	1,000.00	0.50	1,029.69	9-1-39
11-4-38	Kansas City, Kansas, Light Dept., "H"	2-1-25	2½	3,000.00	1.80	3,476.11	2-1-45
11-4-38	" " " " " "O"	2-1-22	5	1,000.00	1.40	1,113.69	2-1-42
11-10-38	Shawnee County Road Improvement	1-1-23	6	900.00	1.10	941.16	1-1-41
				1,000.00	1.20	1,098.90	7-1-41
				1,000.00	1.30	1,130.28	1-1-42
				1,000.00	1.35	1,129.26	7-1-42
				1,000.00	1.50	1,140.02	1-1-43
11-25-38	Kansas City, Kansas, General Imp. "X"	11-1-38	2	7,000.00	101.39, Approx. .60	7,097.30	11-1-39
				7,000.00	102.72, " 1.30	7,190.40	11-1-42
				7,000.00	102.40, " 1.50	7,168.00	11-1-43
				7,000.00	102.29	7,159.60	11-1-44

EX 363 [illegible] No.

3802

INVESTMENT BONDS PURCHASED YEARS 1938, 1939 and 1940

WATER SINKING FUND (Continued)

Date Purchased	Bonds	Series	Interest Rate, %	Amount	Basis, %	Cost	Date Due
11-29-39	Kansas City, Kansas, Water Dept., "B"	9-1-09	4½	3,000.00	102.68, Approx. .50	3,090.40	9-1-39
				Average Yield for 1938, Approx. 1.41			
1-6-39	Kansas City, Kansas, Water Dept., "A"	7-1-09	4½	2,000.00	0.50	2,039.01	7-1-39
2-3-39	" " " " " "A"	7-1-09	4½	1,000.00	0.50	1,016.38	7-1-39
2-14-39	" " " " " "A"	7-1-09	4½	1,000.00	0.50	1,015.20	7-1-39
3-23-39	" " " " " "A"	7-1-09	4½	13,000.00	0.50	13,149.93	7-1-39
6-1-39	" " " Gen. Impr. H-24	8-1-39	2½	2,000.00	1.00	2,101.76	8-1-43
6-3-39	" " " Bd. of Ed. Building	5-1-39	1½	5,000.00	100.96, Approx. .90	5,048.00	5-1-40
5-17-39	" " " Water Dept., "L"	5-1-24	4½	1,000.00	1.20	1,167.60	5-1-44
7-6-39	" " " Gen. Impr. H-26	7-1-39	1½	1,000.00 1,000.00 3,000.00	3 Year Avg. Approx. 1.30	1,015.00 3,000.30	7-1-40 7-1-41 7-1-42, 43 & 44
8-17-39	" " " Water Dept., "C"	2-1-25	4½	1,000.00	1.50	1,156.58	2-1-45
11-10-39	" " " " " "C"	7-1-10	4½	1,000.00	1.00	1,022.30	7-1-40
				Average Yield for 1939, Approx. .77			
2-25-40	" " " " " "C"	7-1-10	4½	2,000.00	0.75	2,026.56	7-1-40
				Average Yield for 1940, .75			

LIGHT SINKING FUND

1-20-39	Kansas City, Kansas, Light Dept., "C"	12-1-21	5	18,000.00	1.10	20,429.71	12-1-41
1-20-39	Sedgwick County Poor Relief (1-1937)	12-10-37	2½	5,000.00	1.90	5,166.34	12-10-43
2-1-39	Kansas City, Kansas, Gen. Impr., C-25	2-1-39	2½	2,000.00	1.90	2,039.46	2-1-44
2-1-39	" " " " " D-25	2-1-39	2½	4,000.00	1.90	4,078.93	2-1-44
2-1-39	Wyandotte County Gen. Impr.	2-1-39	2½	4,000.00	1.50	4,087.04	2-1-41
				4,000.00	1.70	4,084.34	2-1-42
				4,000.00	1.90	4,066.16	2-1-43
				4,000.00	2.00	4,086.23	2-1-44
2-9-39	Atchison County Bd. of Education	1-15-39	2½	2,000.00	1.30	2,034.50	1-15-41
2-9-39	" " " "	1-15-39	2½	2,000.00	1.50	2,057.08	1-15-42
3-14-39	Kansas City, Kansas, Light Dept., "P"	6-1-22	4½	1,000.00	1.70	1,113.34	6-1-42
3-14-39	" " " " Gen. Impr. K-21	9-1-31		1,000.00	1.50	1,080.40	9-1-41
3-14-39	Sedgwick County Relief (1-1937)	1-20-39	2½	8,000.00	1.30	8,309.53	1-20-44

EL 363 Bankers Index — 3803

INVESTMENT BONDS PURCHASED, YEARS 1938, 1939 and 1940
LIGHT SINKING FUND (Continued)

Date Purchased	Bonds	Series	Interest Rate, %	Amount	Basis, %	Cost		Date Due
3-30-39	Cowley County Poor Relief	3-20-39	2½	$ 5,000.00	1.10	5,699.67		3-20-44
3-30-39	Kansas City, Kansas, Water Dept., "D"	8-15-12	4½	1,000.00	0.90	1,119.30		8-15-42
4-27-39	Sumner County Public Work Relief	4-15-39	1½	2,000.00	1.25	2,018.10		4-15-44
6-3-39	Kansas City, Kansas, Bd. of Ed. Bldg.	6-1-39	1½	5,000.00	102.08, Approx. .70	5,104.00		6-1-41
				5,000.00	102.51, " .90	5,125.90		6-1-42
				5,000.00	102.93, " 1.00	5,146.90		6-1-43
				5,000.00	103.15, " 1.10	5,157.90		6-1-44
6-12-39	U. S. Savings Bonds	6-1-39		10,000.00	2.90	7,500.00		6-1-49
6-22-39	Wyandotte County Kaw Valley Road	7-1-29	4½	1,000.00	0.90	1,107.17		7-1-42
6-22-39	" " Road	1-1-31	4½	5,000.00	0.70	5,977.69		1-1-42
9-14-39	Home Owners' Loan Corp, "L"	6-15-39	0 5/8	100,000.00	0.99 17/32	99,531.25		6-15-41
10-5-39	Kansas City, Kansas, Light Dept., "A"	6-1-11	4½	1,000.00	1.40	1,090.84		6-1-41
10-13-39	" " " Gen. Impr., K-26	10-1-39	2	2,500.00	Par	2,500.00	$500.00 due Annually,	10-1-40 to 10-1-44
11-15-39	" " " " " L-26	11-1-39	2	2,000.00	Par	2,000.00	$400.00 due Annually,	8-1-41 to 8-1-44
12-12-39	" " " " " M-26	12-1-39	2	2,500.00	Par	2,500.00	$500.00 due Annually,	2-1-41 to 2-1-45
	Average Yield for 1939, Approx. 1.17¼							
1-4-40	Kansas City, Kansas, Light Dept., "A"	6-1-11	4½	1,000.00	0.85	1,090.58		6-1-41
1-4-40	" " " " " "N"	2-1-25	4½	1,000.00	1.25	1,149.33		2-1-45
1-4-40	" " " " " "O"	2-1-22	5	1,000.00	0.85	1,085.17		2-1-42
1-11-40	Labette County General, "A"	11-15-39	2	1,500.00	1.10	1,553.40		2-1-44
				1,500.00	1.20	1,558.69		2-1-45
1-15-40	U. S. Savings	1-1-40		10,000.00	2.90	7,500.00		1-1-50
2-9-40	Kansas City, Kansas, Water Dept., "K"	2-1-24	4½	2,000.00	1.10	2,295.54		2-1-44
2-10-40	" " " Gen. Impr., P-26	2-1-40	2	200.00	3 Year Avg.	210.00		2-1-41
				400.00	Approx.	407.00		2-1-42
				400.00	1.55	408.00		2-1-43
				400.00		408.00		2-1-44
				400.00		400.00		2-1-45
2-23-40	" " " Water Dept., "L"	2-1-25	4½	1,000.00	1.25	1,155.18		2-1-45
3-30-40	" " " Light Dept., "U"	5-1-24	4½	1,000.00	1.10	1,145.63		5-1-44
4-1-40	(Bonds Purchased from Light Insurance Fund)							
5-9-40	Kansas City, Kansas, Gen. Impr., S-26	4-1-40	1½	1,000.00	0.85	1,014.40		4-1-44
5-9-40	" " " " " T-26	5-1-40	1½	1,000.00	0.85	1,014.20		5-1-44
	Average Yield for 1940, Approx. 1.75							

INVESTMENT BONDS, PURCHASED, YEARS 1938, 1939 and 1940

EL 363 Room 3804 19

LIGHT SINKING FUND (Continued)

Date Purchased	Bonds	Series	Interest Rate, %	Amount	Basis, %	Cost	Date Due
3-14-38	Cowley County, Public Work Relief	3-1-38	2½	2,000.00	1.90	2,039.42	3-1-44
3-19-38	Kansas City, Kansas, Fire Station, A-60	1-1-24	4½	12,000.00	2.10	13,723.13	1-1-44
4-1-38	" " " Int. Impr., A-64	3-1-38	2½	2,000.00	102.49, Approx. 1.40	2,049.80	3-1-43
				2,000.00	102.51, " 1.60	2,050.20	3-1-42
				2,000.00	102.14, " 1.80	2,042.80	3-1-43
				3,000.00	101.41, " 2.00	3,042.30	3-1-44
4-8-38	Kansas City, Kansas, Water Dept., "L"	4-1-24	4½	2,000.00	2.10	2,301.16	4-1-44
4-11-38	" " " Light Dept., "A"	6-1-11	4½	1,000.00	1.90	1,091.96	6-1-41
4-13-38	Atchison County Poor Relief	4-15-38	2½	2,000.00	1.80	2,079.33	4-15-48
4-9-38	Kansas City, Kansas, Gen. Impr., I-67	4-1-38	2½	2,000.00	1.84	2,064.46	4-1-48
4-9-38	" " " General Park, A-68	12-1-22	5	1,920.00	1.40	2,087.74	12-1-40
4-30-38	" " " Gen. Impr., A-67	6-1-38	2½	2,000.00	1.40	2,064.86	6-1-42
				2,000.00	1.60	2,061.22	6-1-43
				2,000.00	1.75	2,055.56	6-1-44
6-30-38	" " " " Gen. Impr. Park	12-1-22	5	480.00	1.00	468.80	12-1-42
7-7-38	" " " " " I-25	7-1-38	2½	2,000.00	1.80	2,055.53	7-1-44
7-8-38	Wyandotte County Gen. Impr.	6-1-38	1½	7,000.00	1.95	7,078.58	6-1-48
7-8-38	Hutchinson City Int. Impr.	6-1-38	2	12,000.00	1.90	12,337.36	6-1-48
7-11-38	Salina City Int. Impr.	6-1-38	2	4,500.00	1.80	4,624.24	6-1-48
7-11-38	Kansas City, Kansas, Water Dept., "K"	6-1-23	4½	1,000.00	1.75	1,128.09	6-1-43
7-19-38	Cowley County Public Work Relief	7-15-38	2½	2,000.00	1.90	2,054.61	7-15-44
7-27-38	Kansas City, Kansas, Light Dept., "F"	9-1-24	4½	5,000.00	1.60	5,828.57	9-1-44
7-26-38	" " " " "O"	2-1-22	5	1,000.00	1.60	1,114.70	2-1-42
10-14-38	" " " Int. Impr., A-68	12-1-22	5	1,920.00	1.30	2,185.90	12-1-42
10-14-38	Salina City Water Department	10-1-25	4½	1,000.00	1.60	1,133.83	10-1-43
10-16-38	Wichita City Internal Improvement Refd.	11-1-38	2	3,000.00	1.90	3,084.05	11-1-44
10-16-38	" " " " Park	10-1-38	2	1,000.00	1.90	1,027.63	10-1-44
				Average Yield for 1938, Approx. 1.67			
1-9-39	Kansas City, Kansas, Bd. of Ed.	7-1-21	6	10,000.00	1.90	11,966.42	7-1-43
1-23-39	" " " Light Dept., "A"	6-1-11	4½	1,000.00	0.75	1,087.39	6-1-41
2-6-39	" " " Water Dept., "L"	4-1-24	4½	5,000.00	1.90	5,816.10	4-1-44
3-9-39	Montgomery County Pub. Relief Work, I	1-7-39	2	2,000.00	1.30	2,064.33	1-7-44
				2,000.00	1.40	2,067.00	1-7-45
3-23-39	Kansas City, Kansas, Water Dept., "O"	2-1-30	4½	2,000.00	0.75	2,137.92	2-1-41
3-29-39	Great Bend City, Paving, "A"	3-1-39	2	1,000.00	1.30	1,033.29	3-1-44
	Sewer, "B"	3-1-39	2	1,500.00	1.30	1,549.94	3-1-44
	Curb & Gutter, "C"	3-1-39	2	2,000.00	1.30	2,066.58	3-1-44
	Curb & Gutter, "D"	3-1-39	2	1,000.00	1.30	1,033.29	3-1-44

K. C. K. EXHIBIT NO. 364

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL.

EXHIBIT NO. _____

WITNESS _____

ESTIMATED ANNUAL REVENUES AND OPERATING EXPENSES AND RETURN ON VALUE OF KANSAS CITY FOOD TERMINAL PROPERTY

PLAINTIFFS' EXHIBIT NO. 286 MODIFIED TO EXCLUDE "VALUE OF LAND"

	Total Levee Property	Union Pacific Team Yard	MARKET FACILITIES: Cold Storage Plant	Farmers' Market	Produce Buildings A-B-C-D	Merchants' Building	Total	Other Levee Property
1. Original cost (excluding land)	-	(a) $ 147,219	$ 818,648	$ 397,215	(c) $ 2,129,980	(d) $ 154,302	$ 3,800,143	
2. Cost of reproduction new		193,468	818,912	370,312	(c) 2,017,388	(d) 153,007	3,359,619	
3. Value of land			VALUE OF LAND EXCLUDED					
4. Rental base (Excluding "value of land")			818,912	370,312	2,017,388	(d) 153,007	3,359,619	
ESTIMATED RENTAL REVENUE								
27. Total estimated rental revenue (Items No. 5 to No. 26, both incl.)	$ 335,295	$ 10,760	$ 38,497	$ 24,664	$ 147,380	$ 10,000	$ 220,521	$ 104,014
ESTIMATED OPERATING EXPENSES								
50. Total estimated operating expenses (Items No. 29 to No. 49, both incl.)	$ 114,597		$ 20,944	$ 21,197	$ 65,373	$ 3,535	$ 111,049	$ 3,548
51. Net Revenue	$ 220,698	$ 10,760	$ 17,553	$ 3,467	$ 81,987	$ 6,465	$ 109,472	$ 100,466
52. Rate of Return (Excluding "Value of land" from Rental Base)			2.14%	.94%	4.06%	4.22%	3.26%	

(a) Exclusive of grading in amounts of $44,181 and $15,991
(c) Includes $100,177, Estimated cost to complete Bldg. C
(d) Includes $134,768, Estimated cost to complete.

K. C. K. EXHIBIT NO. 365

3806

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL.

EXHIBIT NO. _____

WITNESS _____

ESTIMATED ANNUAL REVENUES AND OPERATING EXPENSES AND RETURN OF VALUE OF KANSAS CITY FOOD TERMINAL PROPERTY

PLAINTIFFS' EXHIBIT NO. 286 MODIFIED TO EXCLUDE AMOUNT OF FEDERAL G RANT

	Total Levee Property	Union Pacific Team Yard	MARKET FACILITIES: Cold Storage Plant	Farmers' Market	Produce Buildings A-B-C-D	Merchants' Building	Total	Other Levee Property
1. Original cost (excluding land)		(a) $ 147,219	$ 818,648	$ 397,213	(c) $ 2,129,980	(d) $ 154,302	$ 3,800,143	
2. Cost of reproduction new		193,468	818,912	370,312	(c) 2,017,388	(d) 153,007	3,389,619	
3. Value of land		422,153	46,866	184,548	261,542	17,594	510,550	
4. Rental base (2 plus 3)		(b) 361,961	865,778	554,860	2,278,930	170 601	3,870,169	
4a. Amount of Federal Grant(48% of Item No.2)			368,510	166,640	907,825	68,853	1,511,828	
4b. Rental base(Exclusive of amount of Federal Grant)			497,268	388,220	1,371,105	101,748	2,358,341	
ESTIMATED RENTAL REVENUE								
27. Total estimated rental revenue (Items No. 5 to No. 26, both incl.)	$ 335,295	$ 10,760	$ 38,497	$ 24,664	$ 147,380	$ 10,000	$ 220,821	$ 104,014
ESTIMATED OPERATING EXPENSES								
50. Total estimated operating expenses (Items No. 29 to No. 49, both incl.)	$ 114,597		$ 20,944	$ 21,197	$ 65,373	$ 3,535	$ 111,049	$ 3,548
51. Net Revenue	$ 220,698	$ 10,760	$ 17,553	$ 3,467	$ 81,987	$ 6,465	$ 109,472	$ 100,466
52. Rate of Return (Excluding Amount of Federal Grant)			3.52%	0.89%	5.98%	6.35%	4.64%	

(a) Exclusive of grading in amounts of $44,181 and $15,991
(b) Item 3 Minus $80,172 cost of filling
(c) Includes $100,177, Estimated cost to complete Bldg. C
(d) Includes $134,768, Estimated cost to complete.

K. C. K. EXHIBIT NO. 366

3807

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL. EXHIBIT NO. _____

ESTIMATED ANNUAL REVENUES AND OPERATING EXPENSES AND RETURN OF VALUE OF KANSAS CITY FOOD TERMINAL PROPERTY

WITNESS _____

PLAINTIFFS' EXHIBIT NO. 286 MODIFIED TO EXCLUDE "VALUE OF LAND" AND AMOUNT OF FEDERAL GRANT

	Total Levee Property	Union Pacific Team Yard	MARKET FACILITIES					Other Levee Property
			Cold Storage Plant	Farmers' Market	Produce Buildings A-B-C-D	Merchants' Building	Total	
1. Original cost (excluding land)		(a) $ 147,219	$ 818,648	$ 397,213	(c) $ 2,129,980	(d) $ 154,302	$ 3,500,143	
2. Cost of reproduction new		193,468	818,912	370,312	(c) 2,017,388	(d) 153,007	3,359,619	
3. Value of land			VALUE OF LAND EXCLUDED					
4. Rental base (Excluding "Value of land")			818,912	370,312	2,017,388	153,007	3,359,619	
4a. Amount of Federal Grant(45% of Item No.2)			368,510	166,640	907,825	68,853	1,511,828	
4b. Rental base (Excluding "Value of Land" and Amount of Federal Grant)			450,402	203,672	1,109,563	84,154	1,847,791	
ESTIMATED RENTAL REVENUE								
27. Total estimated rental revenue (Items No. 5 to No. 26, both incl.)	$ 335,295	$ 10,760	$ 38,497	$ 24,665	$ 147,360	$ 10,000	$ 220,621	$ 104,014
ESTIMATED OPERATING EXPENSES								
50. Total estimated operating expenses (Items No. 29 to No. 49, both incl.)	$ 114,597		$ 20,944	$ 21,197	$ 65,373	$ 3,535	$ 111,049	$ 3,548
51. Net Revenue	$ 220,698	$ 10,760	$ 17,553	$ 3,467	$ 81,987	$ 6,465	$ 109,472	$ 100,466
52. Rate of Return (Excluding "Value of Land" and Amount of Federal Grant from Rental Base)			3.90%	1.70%	7.39%	7.68%	5.92%	

(a) Exclusive of grading in amounts of $44,181 and $15,991
(c) Includes $100,127, Estimated cost to complete Bldg. C
(d) Includes $134,788, Estimated cost to complete.

K. C. K. EXHIBIT NO. 367

3808

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL. EXHIBIT NO. _____

ESTIMATES ANNUAL REVENUES AND OPERATING EXPENSES AND RETURN OF VALUE OF KANSAS CITY FOOD TERMINAL PROPERTY

WITNESS _____

PLAINTIFFS' EXHIBIT NO. 286 MODIFIED TO SUBSTITUTE VALUATION OF LAND MADE BY THE CITY OF KANSAS CITY, KANSAS, PLUS COST OF FILLING AND EXCLUDING AMOUNT RECEIVED FROM FEDERAL GRANT.

	Total Levee Property	Union Pacific Team Yard	MARKET FACILITIES				Other Levee Property
			Cold Storage Plant	Farmers' Market	Produce Buildings A-B-C-D	Merchants' Building	Total	
1. Original cost (excluding land)		(a) $ 147,219	$ 818,648	$ 397,213	(c) $ 2,129,980	(d) $ 154,302	$ 3,800,143	
2. Cost of reproduction new		193,468	818,912	370,512	(c) 2,017,388	(d) 153,007	3,359,619	
3. Value of Land		12,510	3,046	4,936	6,972	1,336	16,290	
3a. Cost of Filling		Paid by U.P.R.R.	18,399	29,812	42,110	8,068	98,389	
4. Rental base (2 plus 3 and 3a)		205,978	840,357	405,060	2,066,470	162,411	3,474,298	
4a. Amount of Federal Grant(45% on Item No.2)			368,510	166,640	907,825	68,853	1,511,828	
(30% on Item No.3a)			5,520	8,944	12,633	2,420	29,517	
Total Federal Grant			374,030	175,584	920,458	71,273	1,541,345	
4b. Rental base(Excluding amount rec'd from Fed.Grant)		205,978	466,327	229,476	1,146,012	91,138	1,932,953	
ESTIMATED RENTAL REVENUE								
27. Total estimated rental revenue (Items No. 5 to No. 26, both incl.)	$ 335,295	$ 10,760	$ 38,497	$ 24,664	$ 147,360	$ 10,000	$ 230,821	$ 104,014
ESTIMATED OPERATING EXPENSES								
50. Total estimated operating expenses (Items No. 29 to No. 49, both incl.)	$ 114,597		$ 20,944	$ 21,197	$ 85,373	$ 3,535	$ 111,049	$ 3,548
51. Net Revenue	$ 220,698	$ 10,760	$ 17,553	$ 3,467	$ 61,987	$ 6,465	$ 109,472	$ 100,466
52. Rate of Return		5.22%	3.76%	1.51%	7.1o%	7.08%	5.6o%	

(a) Exclusive of grading in amounts of $44,161 and $15,901
(c) Includes $100,177, Estimated cost to complete Bldg. C
(d) Includes $1,068, Estimated cost to complete.

K. C. K. EXHIBIT NO. 368 Mon MAY 9 1955

3809

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL.

EXHIBIT NO. _____

ESTIMATED ANNUAL REVENUES AND OPERATING EXPENSES AND RETURN OF VALUE OF KANSAS CITY PRODUCE MARKET PROPERTY

WITNESS _____

PLAINTIFFS' EXHIBIT NO. 287 MODIFIED TO EXCLUDE "VALUE OF LAND"

	Produce Building "A"	Produce Building "B"	Produce Building "C"	BUILDING "D" Lower Floor Produce	BUILDING "D" Upper Floor Offices	Merchants' Building
1. Original cost	$ 496,302	$ 488,374	(a) $ 486,716	$ 613,601	$ 144,297	(b) $ 154,302
2. Cost of reproduction	469,035	462,095	(a) 470,657	480,784	134,817	153,007
3. Value of land			VALUE OF LAND EXCLUDED			
4. Rental base (Excluding "value of land")	469,035	462,095	470,657	480,784	134,817	153,007
ESTIMATED RENTAL REVENUE						
Total estimated rental revenue (Items No. 5 to No. 11, both incl.)	32,400	32,400	32,400	29,160	21,000	10,000
ESTIMATED OPERATING EXPENSES						
30. Total estimated operating expenses (Items no. 31 to No. 49, both incl.)	12,837	12,082	11,357	11,382	17,716	3,535
31. Net Revenue	19,563	20,318	21,043	17,778	3,285	6,465
32. Rate of Return (Excluding "Value of Land")	4.17%	4.40%	4.47%	3.70%	2.44%	4.22%

(a) Includes $100,177, Estimated cost to complete.

(b) Includes $134,768, Estimated cost to complete.

K. C. K. EXHIBIT NO. 369

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3810

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL.

EXHIBIT NO. _____

WITNESS _____

ESTIMATED ANNUAL REVENUES AND OPERATING EXPENSES AND RETURN ON VALUE OF KANSAS CITY PRODUCE MARKET PROPERTY

PLAINTIFFS' EXHIBIT NO. 287 MODIFIED TO EXCLUDE AMOUNT OF FEDERAL GRANT

	Produce Building "A"	Produce Building "B"		Produce Building "C"	BUILDING "D" Lower Floor Produce	BUILDING "D" Upper Floor Offices		Merchants' Building
1. Original cost	$ 486,902	$ 486,374	(a)	$ 486,716	$ 313,691	$ 144,297	(b)	$ 154,302
2. Cost of reproduction	469,035	462,096	(a)	470,687	480,784	134,817	(b)	155,007
3. Value of Land	67,187	68,717		63,523	62,115			17,894
4. Rental base (2 and 3)	536,222	530,812	(a)	534,180	542,899	134,817	(b)	170,901
4a. Amount of Federal Grant (40% of Item 2)	211,065	207,945		211,795	216,382	60,867		68,952
4b. Rental base (Excluding Federal Grant)	325,157	322,869		322,385	326,547	74,150		101,748
ESTIMATED RENTAL REVENUE								
Total estimated rental revenue (Items No. 5 to No. 29, both incl.)	32,400	32,400		32,400	29,180	21,000		10,000
ESTIMATED OPERATING EXPENSES								
30. Total estimated operating expenses (Items No. 31 to No. 49, both incl.)	12,837	12,082		11,387	11,382	17,715		3,836
31. Net Revenue	19,563	20,318		21,013	17,778	3,285		6,165
32. Rate of Return (Excluding Amount of Federal Grant)	6.02%	6.29%		6.53%	5.44%	4.43%		6.06%

KcK 370 3811 MAY 9 19..

EXHIBIT _____

WITNESS _____

K. C. K. EXHIBIT NO. 370

UNITED STATES OF AMERICA, ET AL vs. UNION PACIFIC RAILROAD COMPANY, ET AL.

ESTIMATED ANNUAL REVENUES AND OPERATING EXPENSES AND RETURN ON VALUE OF KANSAS CITY PRODUCE MARKET PROPERTY

PLAINTIFFS' EXHIBIT NO. 287 MODIFIED TO EXCLUDE "VALUE OF LAND" AND AMOUNT OF FEDERAL GRANT

		Produce Building "A"	Produce Building "B"	Produce Building "C"	Building Lower Floor Produce	Building Upper Floor Offices	Merchants' Building
1.	Original cost	$486,902	$4[illegible],574	(a)$[illegible],716	513,691	$144,297 (b)$154,302	
2.	Cost of reproduction	469,085	462,085	(a) 470,657	480,784	134,817 (b) 183,007	
3.	Value of land		Value of Land Excluded				
4.	Rental Base (Excluding "Value of Land")	469,085	462,085	(a) 470,657	480,784	134,817 (b) 183,007	
4a.	Amount of Federal Grant (42% of Item No.2)	211,085	207,945	$11,796	216,352	60,657	69,255
5.	Rental Base (Excluding "Value of Land and Amount of Federal Grant)	257,970	254,132	(a) 258,862	264,432	74,160 (b) [illegible]	
	ESTIMATED RENTAL REVENUES						
	Total estimated rental revenues (Items No.5 to No.11, both inclusive)	32,400	32,400	32,400	29,160	21,000	10,000
	ESTIMATED OPERATING EXPENSES						
30.	Total estimated operating expenses (Items No.31 to No.40, both inclusive)	12,837	12,082	11,357	11,382	17,715	3,835
31.	Net Revenues	19,563	20,318	21,043	17,778	3,285	6,165
32.	Rate of Return (Excluding "Value of Land and amount of Federal Grant)	7.58%	7.99%	8.13%	6.72%	4.43%	7.68%

(a) Includes $100,177 estimated cost to complete
(b) Includes $134,768 estimated cost to complete

K. C. K. EXHIBIT NO. 371

Ex. 3812

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL. EXHIBIT_____

ESTIMATED ANNUAL REVENUES AND OPERATING EXPENSES AND return of value of Kansas City produce market property

WITNESS_____

PLAINTIFFS' EXHIBIT NO. 287, MODIFIED TO SUBSTITUTE VALUATION OF LAND MADE BY THE CITY OF KANSAS CITY, KANSAS, PLUS COST OF FILLING, AND EXCLUDING AMOUNT RECEIVED FROM FEDERAL GRANT.

	Produce Building "A"	Produce Building "B"	Produce Building "C"	BUILDING "D" Lower Floor Produce	BUILDING "D" Upper Floor Offices	Merchants' Building
1. Original Cost	$496,902	$488,374	(a)$488,716	$513,691	$144,297	(b)$154,302
2. Cost of Reproduction	469,035	462,095	(a) 470,657	480,784	134,817	(b) 153,007
3. Value of Land	1,743	1.743	1,743	1,743	---	1,336
3a. Cost of Filling	10,528	10,528	10,527	10,527	---	8,068
4. Rental Base (2 plus 3 and 3a)	$481,306	$474,366	$492,927	$493,054	$134,817	$162,411
4a. Amount of Federal Grant (45% of Item No.2)	211,066	207,943	211,796	216,353	60,668	68,853
(30% of Item No.3a)	3,158	3,158	3,158	3,158	----	2,420
Total Federal Grant	214,224	211,101	214,954	219,511	60,668	71,273
4b. Rental Base (Excluding amount received from Federal Grant)	267,082	263,265	277,973	273,543	74,149	91,138
ESTIMATED RENTAL REVENUES						
27 Total Estimated Rental Revenues (Items No.5 to No.11 both incl.)	$ 32,400	$ 32,400	$ 32,400	$ 29,160	$ 21,000	$ 10,000

ESTIMATED OPERATING EXPENSES.

20. Total estimated operating expenses (Items No.21 to No.49, both incl.)	$ 12,857	$ 12,082	$ 11,387	$11,388	$ 17,715	$ 8,885
21. Net Revenue	$ 19,863	$ 20,318	$ 21,045	$ 17,778	$ 5,286	$ 6,685
22. Rate of Return	7.32%	7.72%	7.87%	6.80%	4.62%	7.08%

(a) Includes $100,177 estimated cost to complete.

(b) Includes $134,768 estimated cost to complete.

P. C. K., EXHIBIT NO. 2.

K. C. K. EXHIBIT NO. 372

KCK 3814

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL.

EXHIBIT NO. _____

WITNESS _____

COMPUTATIONS SHOWING ANNUAL RENTALS REQUIRED TO PRODUCE VARIOUS RATES OF RETURN ON VALUE OF PRODUCE BUILDINGS AND COLD STORAGE PLANT

PLAINTIFFS' EXHIBIT NO. 288 MODIFIED TO EXCLUDE "VALUE OF LAND"

	Produce Building "A"	Produce Building "B"	Produce Building "C"	BUILDING "D" First Floor Produce	BUILDING "D" Second Floor Offices	Cold Storage Plant	Merchants' Building
1. Original cost	$ 496,902	$ 488,374	(a) $ 486,716	$ 513,691	$ 144,297	$ 818,648	(b) $ 154,302
2. Cost of reproduction	469,035	462,095	(a) 470,657	480,784	134,817	818,912	(b) 153,007
3. Value of Land			VALUE OF LAND EXCLUDED				
4. Rental Base (Excluding "Value of Land")	469,035	462,095	470,657	480,784	134,817	818,912	153,007
5. Rental Units	20	20	20	18	14,727 sq. ft.		
4% NET RETURN							
6. 4% of Rental Base	18,761	18,484	18,826	19,231	5,393	32,756	6,120
7. Estimated annual Expenses	12,837	12,082	11,357	11,402	17,715	20,944	3,535
8. Total Annual Rental Required	31,598	30,566	30,183	30,633	23,108	53,700	9,655
9. Monthly rental per unit-90% occupancy	146	142	140	142	(d) 138		
10. Monthly rental per unit-80% occupancy	165	159	157	160	(d) 155		

K. C. K. EXHIBIT NO. 372

5% NET RETURN							
11. 5% of Rental Base	23,452	23,105	23,533	24,039	6,741	40,946	7,680
12. Estimated Annual Expense	12,837	12,082	11,367	11,402*	17,715	30,944	3,535
13. Total Annual Rental Required	36,289	35,187	34,900	35,441	24,456	61,890	11,165
14. Monthly rental per unit-90% occupancy	168	163	162	164	(d) 148		
15. Monthly rental per unit-80% occupancy	189	183	182	185	(d) 166		
6% NET RETURN							
16. 6% of Rental Base	28,142	27,726	28,239	28,847	8,089	49,135	9,180
17. Estimated annual Expenses	12,837	12,082	11,367	11,402*	17,715	30,944	3,535
18. Total Annual Rental Required	40,979	39,808	39,606	40,249	25,804	70,079	12,715
19. Monthly rental per unit-90% occupancy	190	184	183	186	(d) 1.56		
20. Monthly rental por unit-80% occupancy	213	207	206	210	(d) 1.78		

(a) Includes $100,177, Estimated cost to complete
(b) Includes $134,768, Estimated cost to complete
(c) $4,800 representing rental for concessions deducted in computing sq. ft. rental on office rooms
(d) Represents annual rate per sq. ft.
* In Plaintiffs' Exhibit No. 287 this item is shown as $11,382.

K. C. K. EXHIBIT NO. 373

3816

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL.

EXHIBIT NO. _____

COMPUTATIONS SHOWING ANNUAL RENTALS REQUIRED TO PRODUCE VARIOUS RATES OF RETURN ON VALUE OF PRODUCE BUILDINGS AND COLD STORAGE PLANT

WITNESS _____

PLAINTIFFS' EXHIBIT NO. 288 MODIFIED TO EXCLUDE AMOUNT RECEIVED FROM FEDERAL GRANT

	Produce Building "A"	Produce Building "B"		Produce Building "C"	BUILDING "D" First Floor Produce	BUILDING "D" Second Floor Offices	Cold Storage Plant		Merchants' Building
1. Original cost	$ 496,902	$ 488,374	(a)	$ 486,716	$ 513,691	$ 144,297	$ 818,648	(b)	$ 154,302
2. Cost of reproduction	469,035	462,095	(a)	470,657	480,794	134,817	818,912	(b)	153,007
3. Value of Land	67,187	68,717		63,523	62,115		46,866		17,594
4. Rental Base (2 and 3)	536,222	530,812		534,180	542,899	134,817	865,778		170,601
4a. Amount of Federal Grant (45% of Item 2)	211,065	207,943		211,795	216,352	60,667	368,510		68,853
4b. Rental Base (Excluding Federal Grant)	325,157	322,869		322,385	326,547	74,150	497,268		101,748
5. Rental Units	20	20		20	18	14,727 sq.ft.			
4% NET RETURN									
6. 4% of Rental Base	13,006	12,915		12,895	13,062	2,966	19,891		4,070
7. Estimated annual Expenses	12,837	12,082		11,357	11,402	17,715	20,944		3,836
8. Total Annual Rental Required	25,843	24,997		24,252	24,464	20,681	40,835		7,906
9. Monthly rental per unit-90% occupancy	120	116		112	113	(d) 1.20			
10. Monthly rental per unit-80% occupancy	135	130		126	127	(d) 1.35			

K. C. K. EXHIBIT NO. 373

4% NET RETURN							
11. 4% of Rental Base	16,258	16,143	16,119	16,327	3,708	24,863	5,087
12. Estimated annual Expenses	12,837	12,082	11,357	11,402*	17,715	20,944	3,535
13. Total Annual Rental Required	29,095	28,225	27,476	27,729	21,423	45,807	8,622
14. Monthly rental per unit-90% occupancy	135	131	127	128	(d) 1.26		
15. Monthly rental per unit-80% occupancy	152	147	143	144	(d) 1.41		
6% NET RETURN							
16. 6% of Rental Base	19,509	19,372	19,343	19,593	4,449	29,836	6,105
17. Estimated annual Expenses	12,837	12,082	11,357	11,402*	17,715	20,944	3,535
18. Total Annual Rental Required	32,346	31,454	30,700	30,995	22,164	50,780	9,640
19. Monthly rental per unit-90% occupancy	150	146	142	143	(d) 1.31		
20. Monthly rental per unit-80% occupancy	168	164	160	161	(d) 1.47		

(a) Includes $100,177, Estimated cost to complete
(b) Includes $134,788, Estimated cost to complete
(c) $4,800 representing rental for concessions deducted in computing sq. ft. rental on office rooms
(d) Represents annual rate per sq. ft.
* In Plaintiffs' Exhibit No. 287 this item is shown as $11,382.

K. C. K. EXHIBIT NO. 374

KCK ex. 3818 Rec'd Jackson MAY 9 1940

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL.

EXHIBIT NO. _____

COMPUTATIONS SHOWING ANNUAL RENTALS REQUIRED TO PRODUCE VARIOUS RATES OF RETURN ON VALUE OF PRODUCE BUILDINGS AND COLD STORAGE PLANT

WITNESS _____

PLAINTIFFS' EXHIBIT NO. 288 MODIFIED TO EXCLUDE "VALUE OF LAND" AND AMOUNTS RECEIVED FROM FEDERAL GRANT

	Produce Building "A"	Produce Building "B"	Produce Building "C"	BUILDING "D" First Floor Produce	BUILDING "D" Second Floor Offices	Cold Storage Plant	Merchants' Building
1. Original cost	$ 496,902	$ 488,374	(a) $ 486,716	$ 513,691	$ 144,297	$ 818,648	(b) $ 154,302
2. Cost of reproduction	469,035	462,095	(a) 470,657	480,784	134,817	818,912	(b) 153,007
3. Value of Land			VALUE OF LAND EXCLUDED				
4. Rental Base (Excluding "Value of Land")	469,035	462,095	470,657	480,784	134,817	818,912	(b) 153,007
4a. Amount of Federal Grant (45% of Item No. 2)	211,065	207,943	211,795	216,352	60,667	368,510	68,853
4b. Rental Base (Excluding "Value of Land" and Amount of Federal Grant)	257,970	254,152	258,862	264,432	74,150	450,402	84,154
5. Rental Units	20	20	20	18	14,727 sq.ft.		
4% NET RETURN							
6. 4% of Rental Base	10,319	10,166	10,354	10,577	2,966	18,016	3,366
7. Estimated annual Expenses	12,837	12,082	11,357	11,402	17,715	20,944	3,536
8. Total Annual Rental Required	23,156	22,248	21,711	21,979	20,681	38,960	6,901
9. Monthly rental per unit-90% occupancy	107	103	101	102	(d) 1.20		
10. Monthly rental per unit-80% occupancy	121	116	113	114	(d) 1.35		

K. C. K. EXHIBIT NO. 374

8% NET RETURN							
11. 8% of Rental Base	12,899	12,708	12,943	13,222	3,708	22,520	4,[illegible]
12. Estimated annual Expenses	12,837	12,082	11,357	11,402*	17,715	20,944	3,[illegible]
13. Total Annual Rental Required	25,736	24,790	24,300	24,624	21,423	43,464	7,743
14. Monthly rental per unit-90% occupancy	119	115	113	114	(d) 1.26		
15. Monthly rental per unit-80% occupancy	134	129	127	128	(d) 1.41		
6% NET RETURN							
16. 6% of Rental Base	15,478	15,249	15,532	15,866	4,449	27,024	5,049
17. Estimated annual Expenses	12,837	12,082	11,357	11,402*	17,715	20,944	3,535
18. Total Annual Rental Required	28,315	27,331	26,889	27,268	22,164	47,968	8,584
19. Monthly rental per unit-90% occupancy	131	127	124	126	(d) 1.31		
20. Monthly rental per unit-80% occupancy	147	142	140	142	(d) 1.47		

(a) Includes $100,177, Estimated cost to complete
(b) Includes $134,768, Estimated cost to complete
(c) $4,800 representing rental for concessions deducted in computing sq. ft. rental on office rooms
(d) Represents annual rate per sq. ft.
* In Plaintiffs' Exhibit No. 287 this item is shown as $11,382.

K. C. K. EXHIBIT NO. 375

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EXHIBIT NO. _____

WITNESS _____

UNITED STATES OF AMERICA, ET AL., VS. UNION PACIFIC RAILROAD COMPANY, ET AL.

COMPUTATIONS SHOWING ANNUAL RENTALS REQUIRED TO PRODUCE VARIOUS RATES OF RETURN ON VALUE OF PRODUCE BUILDINGS AND COLD STORAGE PLANT

PLAINTIFFS' EXHIBIT NO. 288 MODIFIED TO SUBSTITUTE VALUATION OF LAND MADE BY THE CITY OF KANSAS CITY, KANSAS, PLUS COST OF FILLING AND EXCLUDING AMOUNT RECEIVED FROM FEDERAL GRANT

	Produce Building "A"	Produce Building "B"	Produce Building "C"	BUILDING "D" First Floor Produce	BUILDING "D" Second Floor Offices	Cold Storage Plant	Merchants' Building
1. Original cost	$ 496,902	$ 488,374	(a) $ 488,716	$ 513,691	$ 144,297	$ 818,648	(b) $ 164,302
2. Cost of reproduction	469,035	462,095	(a) 470,657	480,784	134,817	816,912	(b) 153,007
3. Value of Land	1,743	1,743	1,743	1,743		3,046	1,336
3a. Cost of Filling	10,528	10,528	10,527	10,527		18,399	8,068
4. Rental Base (2 plus 3 and 3a)	481,306	474,366	492,927	493,054	134,817	840,357	162,411
4a. Amount of Federal Grant (45% of Item No. 2)	211,066	207,943	211,796	216,353	60,668	368,510	68,853
(20% of Item No. 3a)	3,158	3,158	3,158	3,158		5,520	2,420
Total Federal Grant	214,224	211,101	214,954	219,511	60,668	374,030	71,273
4b. Rental Base (Excluding amount received from Federal Grant)	267,082	263,265	277,973	273,543	74,149	466,327	91,138
5. Rental Units	20	20	20	18	14,727 sq.ft.		

K. C. K. EXHIBIT NO. 375

4% NET RETURN							
6. 4% of Rental Base	* 10,683	10,551	11,119	10,942	2,966	18,653	3,646
7. Estimated annual Expenses	12,837	12,062	11,357	11,402*	17,715	20,944	3,535
8. Total annual Rental Required	23,520	22,613	22,476	22,344	20,681	39,597	7,181
9. Monthly rental per unit-90% occupancy	109	105	104	103	(d) 1.20		
10. Monthly rental per unit-80% occupancy	123	118	117	116	(d) 1.35		

(a) Includes $100,177, Estimated cost to complete
(b) Includes $134,768, Estimated cost to complete
(c) $4,800 representing rental for concessions deducted in computing sq. ft. rental on office rooms
(d) Represents annual rate per sq. ft.
* In Plaintiffs' Exhibit No. 287 this item is shown as $11,382.

K. C. K. EXHIBIT NO. 376

STATEMENT SHOWING AMOUNT OF 4% BONDS, MATURED AND PAYABLE, AVAILABLE FOR RETIREMENT WITH FUNDS DERIVED FROM ACCRUED DEPRECIATION TAKEN ON $85,388 PER YEAR, ACCRUALS BEGINNING NOVEMBER 1, 1940.

		Amount of Bonds outstanding beginning of year.	Interest 1 year @ 4% on amount outstanding at beginning of year.	Amount of Bonds Matured Cumulative	Accumulated amount of depreciation used to retire matured bonds.
11/1/30	Bonds dated 11/1/30 - 4%	$3,000,000.00	$		
11/1/31		3,000,000.00	$120,000.00		
11/1/32	Const.completed,dep.begins	3,000,000.00	120,000.00	$ 45,000.00	
11/1/33	@ $85,388 per year	3,000,000.00	120,000.00	91,000.00	$85,388.00
11/1/34		2,954,612.00	117,384.48	140,000.00	130,776.00
11/1/35		2,869,224.00	114,768.96	201,000.00	196,164.00
11/1/36		2,803,836.00	112,153.44	264,000.00	261,552.00
11/1/37		2,738,448.00	109,537.92	329,000.00	326,940.00
11/1/38		2,673,060.00	106,922.40	397,000.00	392,328.00	
11/1/39		2,607,672.00	104,306.88	468,000.00	457,716.00
11/1/40		2,542,284.00	101,691.36	542,000.00	$ 23,104.00
11/1/41		2,467,896.00	99,075.84	619,000.00	$ 88,492.00
11/1/42		2,411,508.00	96,460.32	699,000.00	483,880.00
11/1/43		2,348,120.00	93,844.80	782,000.00	719,268.00
11/1/44		2,280,732.00	91,229.28	868,000.00	784,656.00
11/1/45		2,215,344.00	88,613.76	957,000.00	880,044.00
11/1/46		2,149,956.00	85,998.24	1,050,000.00	915,432.00
11/1/47		2,084,568.00	83,382.72	1,162,000.00	980,820.00
11/1/48		2,019,180.00	80,767.20	1,269,000.00	1,046,208.00
11/1/49		1,953,792.00	78,151.68	1,380,090.00	1,111,596.00
11/1/50		1,888,404.00	75,536.16	1,500,000.00	1,176,984.00
11/1/50		1,823,016.00	72,920.64	1,625,000.00	1,242,372.00

K. C. K. EXHIBIT NO. 376

3823

-2-

11/1/30		$1,757,628.00	$ 70,306.12	$1,756,000.00	$1,307,760.00
11/1/31		1,698,240.00	67,689.60	1,880,000.00	1,373,148.00
11/1/32		1,636,862.00	65,074.08	2,030,000.00	1,438,536.00
11/1/33		1,561,484.00	62,458.56	2,176,000.00	1,503,924.00
11/1/34		1,496,076.00	59,843.04	2,329,000.00	1,569,312.00
11/1/35		1,430,688.00	57,227.52	2,487,000.00	1,634,700.00
11/1/36		1,365,300.00	54,612.00	2,651,000.00	1,700,088.00
11/1/37		1,299,912.00	51,996.48	2,822,000.00	1,765,476.00
11/1/38		1,234,524.00	49,380.96	3,000,000.00	
			2,511,333.44		
$3,000,000. @ 4% 30 years			3,600,000.00		
Amount saved by investment of depreciation funds over 30 years			1,088,666.56		
Per year			36,288.88		
Rental Base Reeves Exhibit		3,670,169.00			
Net Revenue and Rate of Return			109,472.00	2.83%	
As corrected for depreciation			145,760.88	3.77%	

Prepared by
C. I. McINTYRE
Assistant City Auditor.

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[fol. 3824] K. C. K. Exhibit No. 377

Bernice Jackson

May 10, 1940

PWA Form No. 230 (Front cover)
(Enclosed in a black outline)

Federal Emergency Administration of Public Works

Harold L. Ickes, Administrator

Terms and Conditions

(Insignia—"Federal Emergency Administrator of Public Works" and eagle)

September 15, 1937

United States Government Printing Office
Washington: 1937

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Part 1—General Terms and Conditions

1. Prerequisites to Government's Obligation. — The United States of America (hereinafter referred to as the "Government") shall be under no obligation to the applicant to whom the offer is made (hereinafter referred to as the "Applicant") to take up and pay for any obligations which it offers to purchase (hereinafter referred to as the "Bonds") or to make any grant:

(a) Representations.—If any representation made by the Applicant in its application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Applicant, shall be incorrect or incomplete in any material respect;

(b) Financial Condition.—If, in case the Government has offered to purchase Bonds, the financial condition of the Applicant shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government;

[fol. 3828] (c) Cost of Project.—If it appears that the Applicant will not be able to complete the project described in the Government's offer (hereinafter referred to as the "Project") for the sum allotted by the Government, or that the Applicant will not be able to obtain funds necessary to complete the Project;

(d) Legal Matters.—If, in case the Government has offered to purchase Bonds, the bond transcript shall not show that such Bonds are binding and legal obligations; and if, in all cases, proper disposition shall not have been made of all legal questions affecting the application for a loan or grant or both, the Project, and the construction thereof;

(e) Governor's Letter.—If, in case the Government has offered to purchase Bonds, the Governor of the State in which the Applicant is located shall not write a letter to the Federal Emergency Administrator of Public Works (hereinafter referred to as the "Administrator",) to the effect that if, in the judgment of the Administrator, it may be advisable to enact legislation to remedy any defects, illegalities, or irregularities in the proceedings of the Applicant relative to the Bonds or to validate the issuance of said

Bonds, said Governor will recommend and cooperate in the enactment of such legislation;

(f) Water Supply.—If, in case the Government has offered to purchase Bonds payable in whole or in major part from the revenues of a Project which includes a water supply or water distribution system, the Applicant shall not [fol. 3829] have shown that the Project will have a proper and adequate water supply;

(g) Service Rates.—If, in case the Government has offered to purchase Bonds payable in whole or in major part from revenues to be derived from the Project or the system of which it is a part, the Applicant shall not have adopted proper legal proceedings in accordance with State or Territorial law fixing rates to be charged for the facilities and services afforded by the Project or the system of which it is a part, and providing regulations as to the collection of such charges and as to the use of the facilities and services afforded by the Project or the system of which it is a part;

(h) Undue Delay.—If the Applicant shall delay for an unreasonable time acceptance of the offer from the Government to aid in financing the construction of a Project

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by a loan and grant, grant only, or loan only (hereinafter referred to as the "Offer") or performance of any of the duties or obligations to be performed by it under the Offer and the terms and conditions;

(i) Compliance.—If the Applicant shall not have complied with all the provisions contained or referred to in the offer and the terms and conditions theretofore to be complied with by the Applicant;

(j) Plans and Specifications and Certificate of Purposes. [fol. 3830]—If the Applicant shall not have filed with the Government plans and specifications for the Project, and a certificate or certificates of purposes setting out in detail the amounts and purposes of the expenditures which the Applicant proposes to make in connection with the Project, and the Government shall not have accepted such plans and specifications and such certificate or certificates of purposes as showing that the Project will be constructed in a sound, economical, and efficient manner so as to provide reasonable

security for the loan to be made by the Government (in case the Government has offered to purchase Bonds), and so as to comply in all respects with all applicable Federal Statutes, the Offer, and the terms and conditions;

(k) Architectural or Engineering Supervision and Inspection.—If the Applicant shall not provide and maintain competent and adequate architectural or engineering supervision and inspection of the construction of the Project.

2. Expenses.—The Government will be under no obligation to pay any costs, charges, and expenses incident to compliance with any of the duties or obligations of the Applicant.

3. Interest of Member of or Delegate to Congress.—No Member of or Delegate to the Congress of the United States of America will be allowed to participate in the funds made available for the construction of the Project or in any benefit [fol. 3831] arising therefrom.

4. Bonus or Commission.—The Applicant will not pay any bonus or commission for the purpose of obtaining an approval of the application for a loan or grant.

5. Information.—Upon request at any time, in case the Government purchases any Bonds, the Applicant will furnish the Government, and any purchaser from the Government of 25 per cent of the Bonds, with such financial statements and other information and data relating to the Applicant as the Administrator or any such purchaser may at any time reasonably require.

6. Bond Circular.—The Applicant will furnish all such information in proper form for the preparation of a bond circular and will take all such steps as the Government or any purchaser or purchasers from the Government of not less than 25 per cent of the Bonds may reasonably require to aid in the sale by the Government or by any such purchaser or purchasers of any or all of the Bonds.

7. Use of Government's Name.—In case the Government offers to purchase Bonds, the Applicant will not refer to the Offer or to any purchase by the Government of any Bonds pursuant to the Offer as an inducement for the purchase of any securities of the Applicant (including Bonds repurchased from or redelivered by the Government) and will not

authorize any purchaser from the Applicant of any such [fol. 3832] securities to do so.

8. Insurance on Complete Project.—In case the Government has purchased Bonds, the Applicant will carry reasonable and adequate insurance upon the completed Project or any completed part thereof accepted by the Applicant or the system of which the Project is a part.

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9. Other Financial Aid from the Government.—If the Applicant shall receive any funds (other than those received under the terms of the Offer), directly or indirectly, from the Government, or any agency or instrumentality thereof, to aid in financing the construction of the Project, to the extent that such funds are so received the grant will be reduced, and in case the Government has offered to purchase Bonds, to the extent that such funds so received exceed the grant set forth in the Offer, the aggregate principal amount of Bonds to be purchased by the Government will be reduced.

10. Expenses Prior to Offer.—The Government assumes no obligation to pay any grant on any portion of the Project on which costs have been incurred by the Applicant prior to the date of the Offer, regardless of whether or not the Applicant, at the time of incurring such costs, relied on the possibility of a grant being subsequently obtained from the Government to aid in financing the Project. If reimbursement for such costs is requested by the Applicant in its [fol. 3833] certificate of purposes, such costs will be explained in detail.

11. State or Territorial Law.—Anything in the Offer or the terms and conditions to the contrary notwithstanding, nothing herein shall require the Applicant to observe or enforce compliance with any provision hereof, perform any other act or do any other thing in contravention of any applicable State or Territorial law: Provided, That if any of the provisions of the Offer or the terms and conditions violates any State or Territorial law, or if compliance with the provisions of the Offer or the terms and conditions would require the Applicant to violate any State or Territorial law, or if because of any other reason the Applicant cannot comply with any of such provisions, the Applicant will at once notify the Administrator in writing in order

that appropriate changes and modifications may be made by the Administrator and the Applicant to the end that the Applicant may proceed as soon as possible with the construction of the Project.

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Part II—Grant and Bond Payments Terms and Conditions

1. Advance Grant.—At any time after the acceptance by the Applicant of the Offer, the Applicant may request an advance on account of the grant in an amount not exceeding 15 per cent of the previously approved estimated cost of the Project. This advance grant may be used for paying architectural, engineering, and planning fees, costs of surveys, [fol. 3834] borings, and other preliminary investigations, costs of preparation of plans, specifications, and other forms of proposed contract documents, costs of advertisements for bids for contracts, construction costs, and the printing of the Bonds. Such advance grant will not be used in payment of legal fees or of the costs of acquisition of lands, easements, or rights-of-way. The request for this advance grant must be accompanied by a signed certificate of purposes in which must appear in reasonable detail the purposes for which such advance grant will be used. If the Project, to aid in the financing of which the Government has made an advance grant, is abandoned, the unused advance grant proceeds will be returned to the Government, but nothing herein shall be construed to waive any right which the government may have to the return of the entire advance grant if the Applicant shall have acted in bad faith or made any misrepresentations concerning the completion of the Project or the use of the advance grant.

2. Payment for Bonds.—A requisition requesting the Government to take up and pay for the Bonds will be honored as soon as possible after such Bonds are ready for delivery, if the bond transcript and other documents necessary to support such requisition are complete. At the option of the Government, all the Bonds will be taken up and paid for at one time where the Offer provides for the purchase of Bonds in an aggregate principal amount of not more than $1,000,000. In *In* all other cases, the Bonds will be [fol. 3835] taken up and paid for in more than one installment and each installment, in so far as possible, will be for an aggregate principal amount of not less than $1,000,000.

3. Intermediate Grant Requisitions.—(a) Loans and Grants.—In case the Government is to purchase Bonds, simultaneously with the delivery of the Bonds to and payment for the Bonds by the Government, or where Bonds are taken up and paid for in more than one installment, simultaneously with the delivery of and payment for the final installment, or at any subsequent time, if the Applicant has filed a requisition and if such requisition is accompanied by a signed certificate of purposes showing in reasonable detail the purposes for which the funds will be used and that such funds will be used for items properly included as part of the cost of the Project, the Government will make a grant of an amount representing the difference between any advance grant previously made and an amount equal to 25 per cent of said previously approved estimated cost of the Project. When the Project shall be approximately 70 per cent completed, as determined by the Administrator, the Government will honor a requisition for a second intermediate grant in an amount equal to the difference between the aggregate amount of grant payments theretofore made and 35 per cent of said previously approved estimated cost of the

[fol. 3836] (Page 5)

Project. To the end that payment of such second intermediate grant requisition may be expedited, the Applicant may file such requisition when the Project is approximately 50 per cent completed.

No intermediate grant requisition will be honored if the Applicant shall not have deposited in the Construction Account (hereinafter described) such sums as may have been required in the Offer to be so deposited in addition to the funds made or to be made available by the Government.

(b) Grants Only.—In case the Government is to make a grant only, at any time after the Applicant has deposited in the Construction Account its share of the cost of the Project (herein called "Applicant's Funds"), if the Applicant has so requisitioned and if such requisition is accompanied by a signed certificate of purposes in which appear in reasonable detail the purposes for which the funds will be used, the Government will make a grant of an amount representing the difference between the advance grant, if any, and an amount equal to 25 per cent of said previously approved estimated cost of the Project. When the Project shall be

approximately 50 per cent completed the Applicant may file its second intermediate grant requisition for an amount equal to the difference between the aggregate amount of grant payments theretofore made and 35 per cent of said previously approved estimated cost of the Project, but said second intermediate grant requisition will not be honored until the Project is approximately 70 per cent completed, as [fol. 3837] determined by the Administrator.

(c) In General.—Intermediate grant requisitions in all cases will be honored only if the documents necessary to support such requisitions are complete and work on the Project has progressed in accordance with the provisions of the Offer and the terms and conditions.

4. Final Grant Payment.—At any time after the completion of the Project, the Applicant may file a requisition requesting a final grant payment which, together with all previous payments on account of such grant, shall be an amount not in excess of 45 per cent of the actual cost of the Project, as determined by the Administrator, but not to exceed, in any event, the amount of the grant set forth in the Offer. The final grant requisition will be honored if the documents necessary to support it are completed and work on the Project has been completed in accordance with the Offer and the terms and conditions.

In the determination of the final grant payment, costs or charges of a continuing nature not incurred by the Applicant specifically for the Project will not be allowed.

5. Construction Account.—A separate account or accounts (herein collectively referred to as the "Construction Account") will be set up in a bank or banks which are members of the Federal Deposit Insurance Corporation. The [fol. 3838] advance grant payment, the intermediate grant payments, the proceeds from the sale of the Bonds (exclusive of accrued interest), Applicant's Funds, the final grant payment and any other moneys which shall be required in addition to the foregoing to pay the cost of constructing the Project will be deposited in the Construction Account promptly upon the receipt thereof. All accrued interest paid by the Government at the time of delivery of any Bonds will be paid into a separate account (herein referred to as the "Bond Fund"). Payments for the construction of the Project will be made only from the Construction Account.

6. Disbursement of Moneys in Construction Account.—Moneys in the Construction Account will be expended only for such purposes as shall have been previously specified in

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a signed certificate of purposes filed with and accepted by the Government. After all costs incurred in connection with the Project have been paid, if any Bonds are then held by the Government, all moneys remaining in the Construction Account will be used to repurchase Bonds or will be transferred to the Bond Fund.

7. Use of Moneys in Bond Fund.—Moneys in the Bond Fund will be expended solely for the purpose of paying interest on and principal of bonds.

[fol. 383?] (Page 7)

Part III—Change from Loan and Grant to Grant Only

1. Terms and Conditions Applicable to Loans and Grants and Grants Only. (a) The terms and conditions are applicable in cases where the Government has offered to make a loan and a grant or to make grant only or to make a loan only. If the Offer is for a loan only, the provisions of the terms and conditions relating to grants shall have no application.

(b) If, after the Applicant has accepted the Offer to make a loan and a grant, the Applicant determines to sell all the Bonds to purchasers other than the Government on terms at least as favorable as those offered by the Government, the Applicant may do so without obtaining the Government's consent thereto.

(c) If, before or after the Government has honored the first loan requisition, the Applicant determines to sell purchasers other than the Government a portion of the Bonds, the consent of the Administrator to such sale will first be obtained to the end that the maturities of the Bonds to be purchased by the Government shall be satisfactory to the Administrator.

(d) If, after the Applicant has accepted the Offer to make a loan and a grant, a grant only is desired, because the Applicant has sold the Bonds to purchasers other than

[fol. 3840] the Government or has otherwise provided its share of the cost of the Project, the Applicant will immediately notify the Administrator, and the Offer to make a loan and grant will remain effective for a grant only, and the terms and conditions will remain equally applicable.

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Part IV—Construction Terms and Conditions

1. Prerequisites to Government's Obligation.—The Government shall be under no obligation to the Applicant to take up and pay for any Bonds or to make any grant:

(a) Submission to State Director.—If the Applicant shall not submit to the State Director of the Federal Emergency Administration of Public Works, his duly authorized representative, or any other person designated by the Administrator to perform the duties and functions of the State Director (hereinafter referred to as the "State Director"):

(1) two copies of proposed contract documents relating to the Project, before bids are invited for the particular contract;

(2) all proposed wage rate determinations referred to in the second sentence of Paragraph 9 of this Part IV, before such determinations are made;

(3) a written statement concerning the proposed award of each contract relating to the Project, before an award is made;

[fol. 3841] (4) all sets of executed contract documents relating to the Project and four sets of conformed copies thereof, before any work, service, material or equipment is performed or furnished thereunder;

(5) a written statement concerning the proposed award of each sub-contract relating to the Project, before the award thereof is approved;

(6) a written statement concerning the proposed assignment of any interest in or part of any contract relating to the Project, being an assignment thereof is approved;

(7) a written statement concerning each proposed extra, change, or additional work order intended to affect any contract relating to the Project, before such order is issued;

(8) a written statement concerning, and the pertinent plans and specifications for, any work for which the Administrator has waived the applicable provisions of the terms and conditions so as to permit the Applicant to perform such work otherwise than by contract, before such work is so performed;

(9) all proposed decisions referred to in the second sentence of Paragraph of this Part IV, except decisions by the Board of Labor Review, before such decisions are made;

(10) a written statement concerning each architect or [fol. 3842] engineer whom the Applicant proposes to employ on the Project, before such architect or engineer is employed, together with one certified copy of each ordinance, resolution order, or contract by which each architect or engineer is employed by the Applicant for work upon or in connection with the Project; and

(11) such other data, reports, records, and documents relating to the Project as the State Director may require;

in order that the State Director may examine the same and promptly advise the Applicant whether, in his opinion, the same are in compliance with applicable Federal statutes, the Offer, and the terms and conditions;

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(b) Procedure after Submission.—If the Applicant after having submitted to the State Director the matters mentioned in sub-Paragraph (a) of this Paragraph, shall have proceeded without having been advised by the State Director to do so;

(c) Undue Delay in Construction.—If the Applicant shall not cause the construction of the Project to be commenced and continued with all practicable dispatch in a sound and efficient manner and in accordance with the plans and specifications;

it being the purpose of sub-Paragraphs (a) and (b) of this [fol. 3843] Paragraph to insure that the Applicant will be fully advised before it takes any step which might, in the opinion of the State Director, violate applicable Federal statutes, the Offer, or the terms and conditions, and to eliminate thereby the possibility that the Applicant will be re-

sponsible for a violation which would render it impossible for the Government to make the grant or loan or which might otherwise result in a delay in the construction of the Project.

2. Construction by Contract.—All work on the Project will be done under contract. The Applicant will give every opportunity for free, open, and competitive bidding for each and every construction, material, and equipment contract. The Applicant will give such publicity to advertisements or calls for bids by it for the furnishing to it of work, labor, materials, and equipment as will provide adequate competition and the award of each contract therefor will be made to the lowest responsible bidder as soon as practicable: Provided, That in the selection of equipment or materials the Applicant may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident, award a contract to a responsible bidder other than the lowest in price.

3. Contract Security.—The Applicant will require that each construction contractor shall furnish a bond in an amount at least equal to 100 per cent of his contract price [fol. 3844] as security for the faithful performance of his contract and for the payment of all persons performing labor and furnishing materials in connection therewith: Provided, That if applicable State or Territorial law requires a separate bond for the protection of laborers and materialmen, the Applicant will require that each such contractor shall furnish a bond in the amount above-stated for the faithful performance of his contract and a separate bond in an amount at least equal to 50 per cent of his contract price for the payment of all persons performing labor and furnishing materials in connection with his contract.

4. Contractors' Insurance.—The Applicant will require that each construction contractor shall maintain during the life of his contract, insurance as follows:

(a) Compensation Insurance.—Adequate Compensation Insurance for all of such contractor's employees who will be engaged in work at the site of the Project and, if any part of such contractor's contract is sublet, the contractor will require his subcontractor to maintain such insurance for all of the subcontractor's employees who will be so engaged

unless the latter's employees are protected by the principal contractor's Compensation Insurance.

(b) Liability Insurance.—Adequate Public Liability and Property Damage Insurance to protect such contractor and all of his construction subcontractors from claims for dam- [fol. 3845] ages for personal injury, accidental death, and to property, which may arise from operations under his contract, whether such operations be by himself or by any such subcontractor or by anyone directly or indirectly employed by either of them.

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5. Qualifications for Employment.—The Applicant will require that no person under the age of sixteen (16) years and no convict labor shall be employed on the Project. The Applicant will require that no person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed on the Project: Provided, That this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. The Applicant will require that there shall be no discrimination because of race, creed, color, or political affiliations, in the employment of persons for work on the Project. The Applicant will require that all employees engaged in work on the Project shall have the right to organize and bargain collectively through representatives of their own choosing, and that such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees, representatives, in self-organization, and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual [fol. 3846] aid or protection, and that no person seeking employment on the Project and no person employed thereon shall be required as a condition of initial or continued employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing.

6. Labor Preference and Employment Services.—The Applicant will require that with respect to all skilled, semi-skilled, and unskilled workers employed on the Project;

(a) Preference in employment shall be given to persons from the public relief rolls where such persons are available and qualified to perform the work to which the employment relates, and

(b) To the fullest extent possible workers required for the Project and appropriate to be secured through employment services shall be chosen from the list of qualified workers submitted by local employment agencies designated by the United States Employment Service: Provided, That union workers, skilled, semi-skilled, and unskilled, shall not be required to register at such local employment agencies, but if such workers are desired by the employer, they shall be obtained through union locals in a customary manner which will insure compliance with subparagraph (a) of this Paragraph 6. In the event, however, that employers who [fol. 3847] wish to employ union workers are not furnished with qualified workers by the union locals within 48 hours (Sundays and holidays excluded) after request is filed by the employer, all workers shall be chosen from lists of qualified workers submitted by local agencies designated by the United States Employment Service.

7. Nondiscrimination.—The Applicant will require that, except as specifically provided above, workers who are qualified by training and experience and who, as above outlined, are referred for work on the Project, shall not be discriminated against on any grounds whatsoever.

8. Hours of Work.—The Applicant will require that except in—

(a) Emergencies, which are defined as unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done on the Project or which endanger life or property and call for immediate action or remedy; or

(b) Special and unusual circumstances rendering it infeasible or impracticable to require adherence to the applicable limitations of hours herein set forth, skilled, semi-

skilled, and unskilled workers employed upon the Project shall not be permitted to work thereon more than 8 hours per day nor more than 40 hours per week: Provided, That

[fol. 3848] the limitations of hours herein set forth shall not apply to executive, supervisory, administrative, clerical, or other nonmanual workers as such.

9. Wage Rates.—The Applicant will require that minimum wage rates for employees in each trade and occupation engaged in work on the Project will be determined as required by applicable State or Territorial law. In the absence of such State or Territorial law, the Applicant will determine, prior to inviting bids for a construction contract, the minimum hourly wage rates for each such trade and occupation under such contract. Such minimum hourly wage rates will be determined (see Paragraph 1 (a) (2) of this Part IV) in accordance with rates prevailing for work of a similar nature in the locality in which the Project is to be constructed. The Applicant will also require that all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned shall be posted at appropriate conspicuous points on the site of the Project. Unless otherwise required by State or Territorial law, wage rates need not be established for executive, supervisory, administrative, clerical, or other nonmanual workers' as such.

10. Claims and Disputes Pertaining to Classification of Labor.—Where there is a State or Territorial law requiring the determination of claims and disputes pertaining to the classification of labor employed on the Project, such [fol. 3849] claims and disputes will be handled in accordance with such law. In the absence of such law, claims and disputes pertaining to the classification of labor employed on the Project will be decided (see Paragraph 1 (a) (9) of this Part IV), by the Applicant; Provided, That instead of such claims and disputes being decided by the Applicant, both the parties concerned may, if they so agree and if the Applicant also agrees, submit such claims and disputes to the Administrator who may, in his discretion, refer said claims and disputes to the Board of Labor Review of the Federal Emergency Administration of Public Works for decision.

11. Payment of Employees.—The Applicant will require that each construction contractor and construction subcontractor shall pay each of his employees engaged in work on the Project in full (less deductions made mandatory by law) in cash and not less often than once each week.

12. Convict-Made Materials.—The applicant will require that no materials manufactured or produced in a penal or correctional institution be incorporated into the Project.

13. Domestic and Foreign Materials.—The Applicant will require that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and that only such manufactured articles, materials, and supplies as have been manufactured in the United States of America substantially all from articles, [fol. 3850] materials, or supplies mined, produced, or manufactured, as the case may be, in the United States of America, shall be employed in the construction of the Project: Provided, That the Applicant may, if it so desires, request the Administrator to waive the foregoing restrictions so as to permit the purchase of foreign articles, materials, or supplies, if the use of domestic articles, materials, or supplies is impracticable, or if the foreign articles, materials, or supplies are lower in cost after the following differentials are applied in favor of the domestic articles, materials, or supplies:

For example. Camp assistants, cooks, policemen, storekeepers, watchmen, waterboys, and messengers.

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(a) On purchases where the price of the foreign articles, materials, or supplies is $100 or less, a differential of 100 per cent, and

(b) On purchases where the price of the foreign articles, materials, or supplies is more than $100, a differential of 25 per cent.

14. Accident Prevention.—The applicant will require that precaution shall be exercised at all times for the protection of persons (including employees) and property, that the safety provisions of applicable laws, building and construction codes shall be observed, and that machinery, equipment, and all hazards shall be guarded of eliminated in [fol. 3851] accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

15. Inspection.—The Applicant will require that the Administrator and his authorized representatives and agents shall be permitted and will itself permit them, to inspect all work, materials, pay rolls, records of personnel, invoices of materials, and other relevant data and records and the applicant will submit, to the Administrator's authorized representative or agent such evidence as to the quality of materials as such representative or agent may require. The Applicant will provide and maintain or will require that there shall be provided and maintained during the construction of the Project adequate facilities at the site thereof for the use of the Administrator's representatives or agents assigned to the inspection of the Project.

16. Signs.—The Applicant will cause to be erected on the site of the Project at points and in positions to be designated by the Administrator's representative or agent assigned to the inspection of the Project, signs in such quantity and of such dimensions as will be designated by the State Director, which signs will bear the legend:

P. W. A.

Federal Emergency

[fol. 3852] Administration of Public Works

(Description of Project)

Project No. —

17. Construction Reports.—The Applicant will require that there shall be submitted to it by each construction contractor and will, in turn, submit to the Administrator's authorized representative or agent, schedules of the costs and quantities of materials and other items, and that such schedules shall be in such form and shall be supported as to correctness by such of the estimates upon which they are based as such representative or agent may require. The Applicant will also require that there shall be submitted to it by each such contractor and will, in turn, submit as aforestated, the following records on forms to be supplied by the Government:

(a) Detailed Estimate, and (b) Periodical Estimates for Partial Payment.

18. Reports to U. S. Department of Labor.—The Applicant will require that each construction contractor shall furnish to the United States Department of Labor, as early as practicable, the names and addresses of all of his construction subcontractors. The Applicant will also require that each such contractor and subcontractor shall report

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[fol. 3853] monthly to said Department, not later than the 5th day following the close of each calendar month, on forms and in accordance with instructions to be supplied by said Department, the number of persons directly employed under his contract who, during the particular calendar month, were on his pay rolls, the aggregate amount of each of said pay rolls, the man-hours worked, and the total expenditures for materials, which expenditures shall be itemized.

19. Reports to Administrator.—The Applicant will report monthly directly to the Administrator not later than the 5th day following the close of each calendar month, on forms and in accordance with instructions to be supplied by the Government, the total number of persons who were directly employed on the Project during the particular calendar month.

20. Pay Rolls of Contractors and Subcontractors.—The Applicant will require that each construction contractor and each construction subcontractor shall prepare his pay rolls on forms prescribed and in accordance with instructions to be furnished by the Administrator; that not later than the 7th day following the payment of the wages, each such contractor shall transmit to such office as may be designated by said Administrator a certified legible copy and two conformed copies of each such pay roll; that each such pay roll shall be sworn to in accordance with the "Regulations Issued Pursuant to So-Called Kick-Back Statute", which [fol. 3854] Regulations are set forth in Part V hereof; and that each such contractor and subcontractor shall submit reports on forms as and when required by said Administrator, covering the purchases of and requisitions for materials, together with such other information as may be required to determine the progress and status of work on the Project.

21. Project Data and Records.—Promptly following the preparation of periodical pay rolls of construction con-

tractors and of construction subcontractors, the Applicant will furnish the Administrator's authorized representative or agent with such number as may be required of certified copies of such pay rolls, on forms to be supplied by the Government. Such certified copies of such pay rolls will be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid, and by such other data as such representative or agent may require. The Applicant will keep a record of Project costs in accordance with the classification of such costs used by the Administrator. The Applicant will furnish such information and data concerning the construction, cost, and progress of work on the Project (including copies of proposed and executed contract documents) as such representative or agent may require.

22. Payment.—(a) Not later than the 15th day of each calendar month, the Applicant will make partial payment to [fol. 3855] *to* each construction contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month by the particular contractor, but will retain at least 10 per cent of the amount of each such estimate until final completion and acceptance of all work covered by the particular contract.

(b) The Applicant will require that each such contractor shall pay:

(1) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,

(2) For all materials, tools, and other expendible equipment, to the extent of 90 per cent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered

at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and

(3) To each of his construction subcontractors, not later than the 5th day following each payment to such contractor, the respective amounts allowed such contractor on account

of the work performed by such subcontractors, to the extent [fol. 3856] of each such subcontractor's interest therein.

23. Naming Project.—The Applicant will not name the Project for any living person.

(Page 15)

Part V—Kick-Back Statute and Regulations [1]

1. Kick-Back Statute.—The so-called Kick-Back Statute is Public, No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), and reads as follows:

An Act To effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than $5,000, or imprisoned not more than five years, or both.

Sec. 2. To aid in the enforcement of the above section, the [fol. 3857] Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

2. Regulations Issued Pursuant to So-Called Kick-Back Statute.—Pursuant to the provisions of Public No. 324,

---

[1] The applicable sections of the Kick-Back Statute and Regulations promulgated pursuant thereto are set forth in the text for the convenience of the Applicant. Section 3 of the Regulations was amended effective April 1, 1937, to read as herein set forth.

Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior have jointly made the following regulations:

Section 1. (This section quotes the Kick-Back Statute.)

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of ——,
County ——, ss:

I, —— (name the party signing affidavit-, —— (Title), [fol. 3858] do hereby certify that I am the employee of —— (name of contractor or subcontractor), who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of —— (project), for the weekly pay roll period from the — day of —— 193—, to the — day of ——, 193—; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me this — day of ——, 193—.

[fol. 3859] Page 16

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within seven days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such seven-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor [fol. 3860] is a corporation, such affidavit shall be executed by its president or a vice president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

3. Construction of Regulations.—The clause in the payroll affidavit which reads "* * * that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor * * *" is construed to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.

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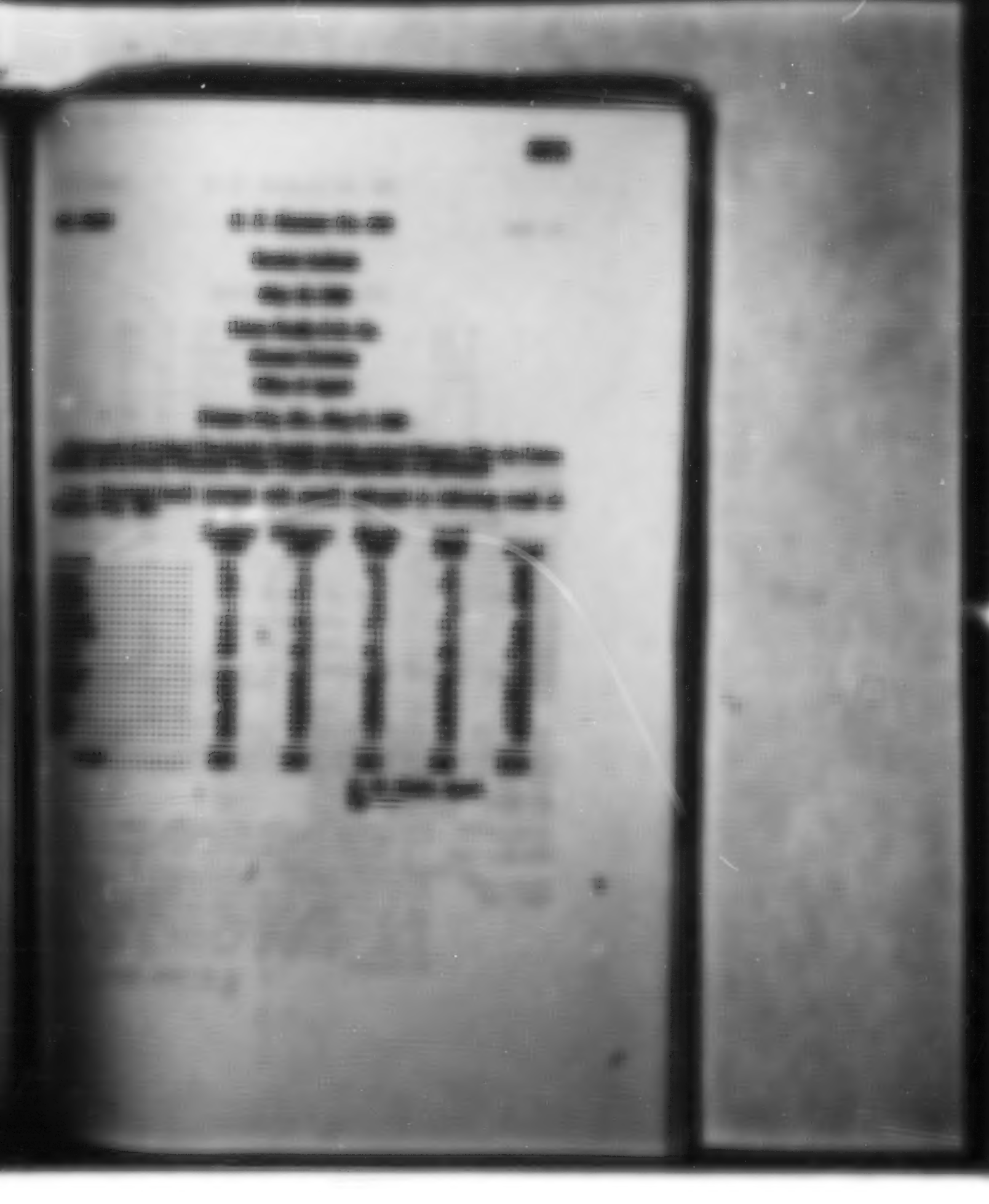

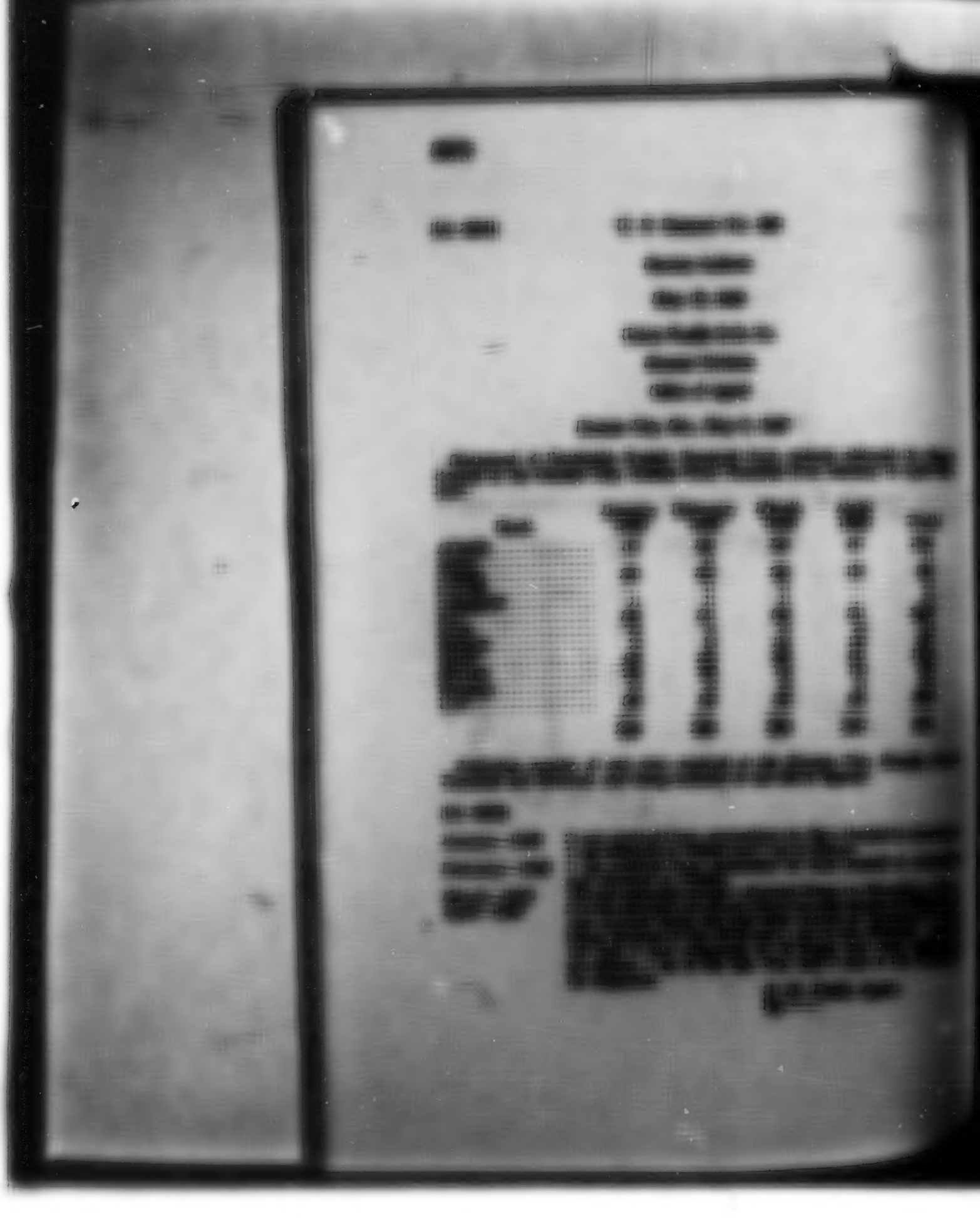

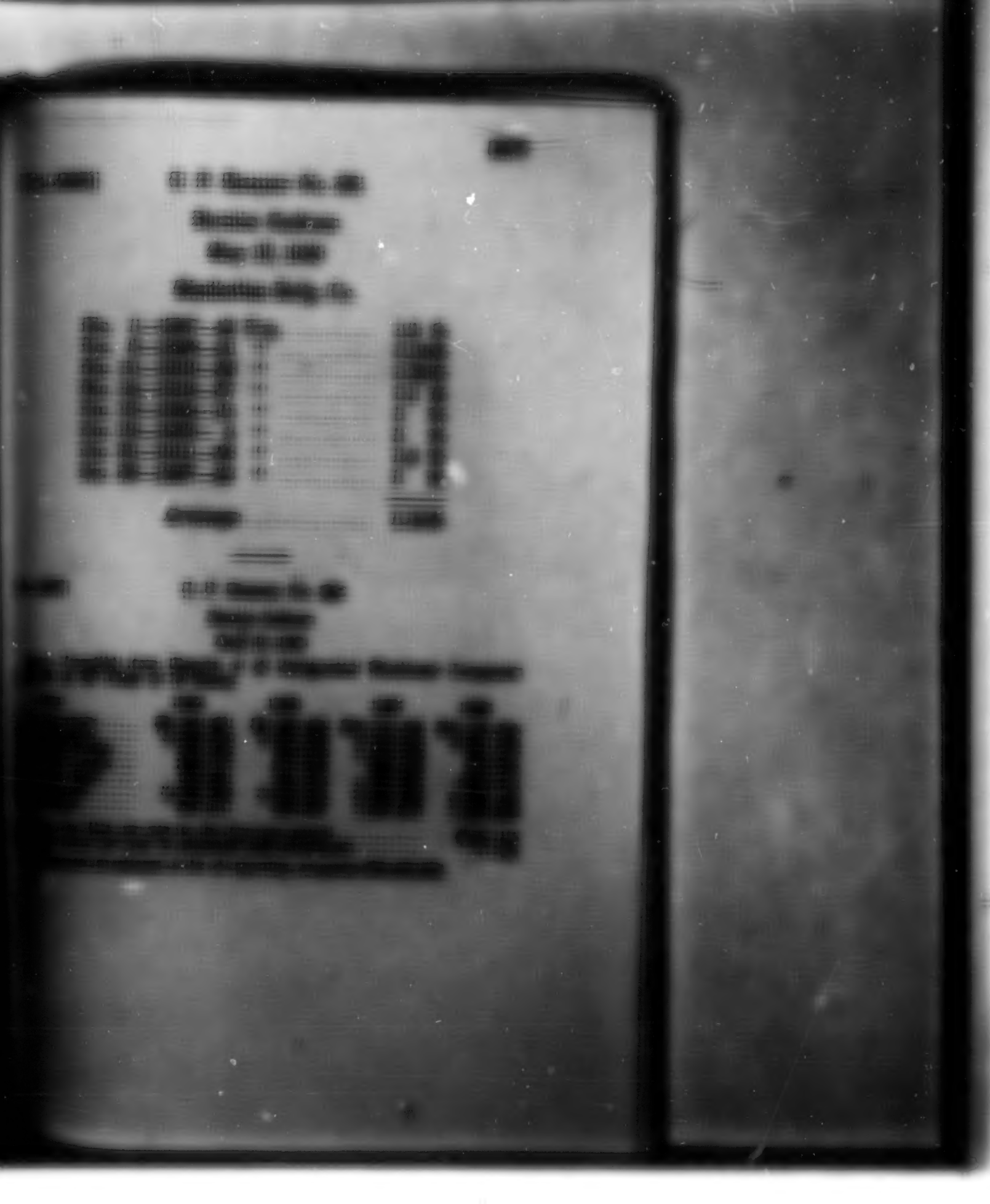

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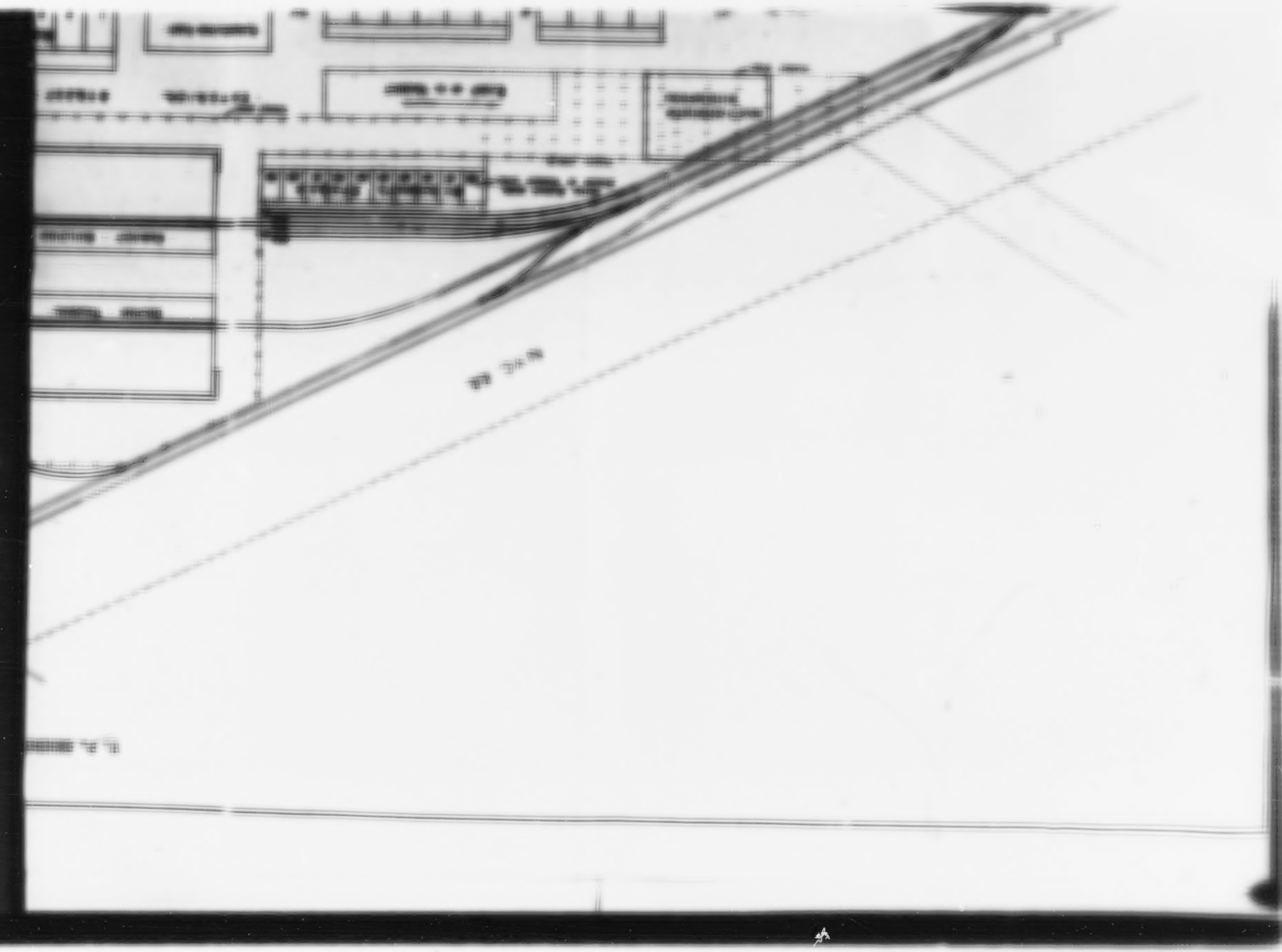
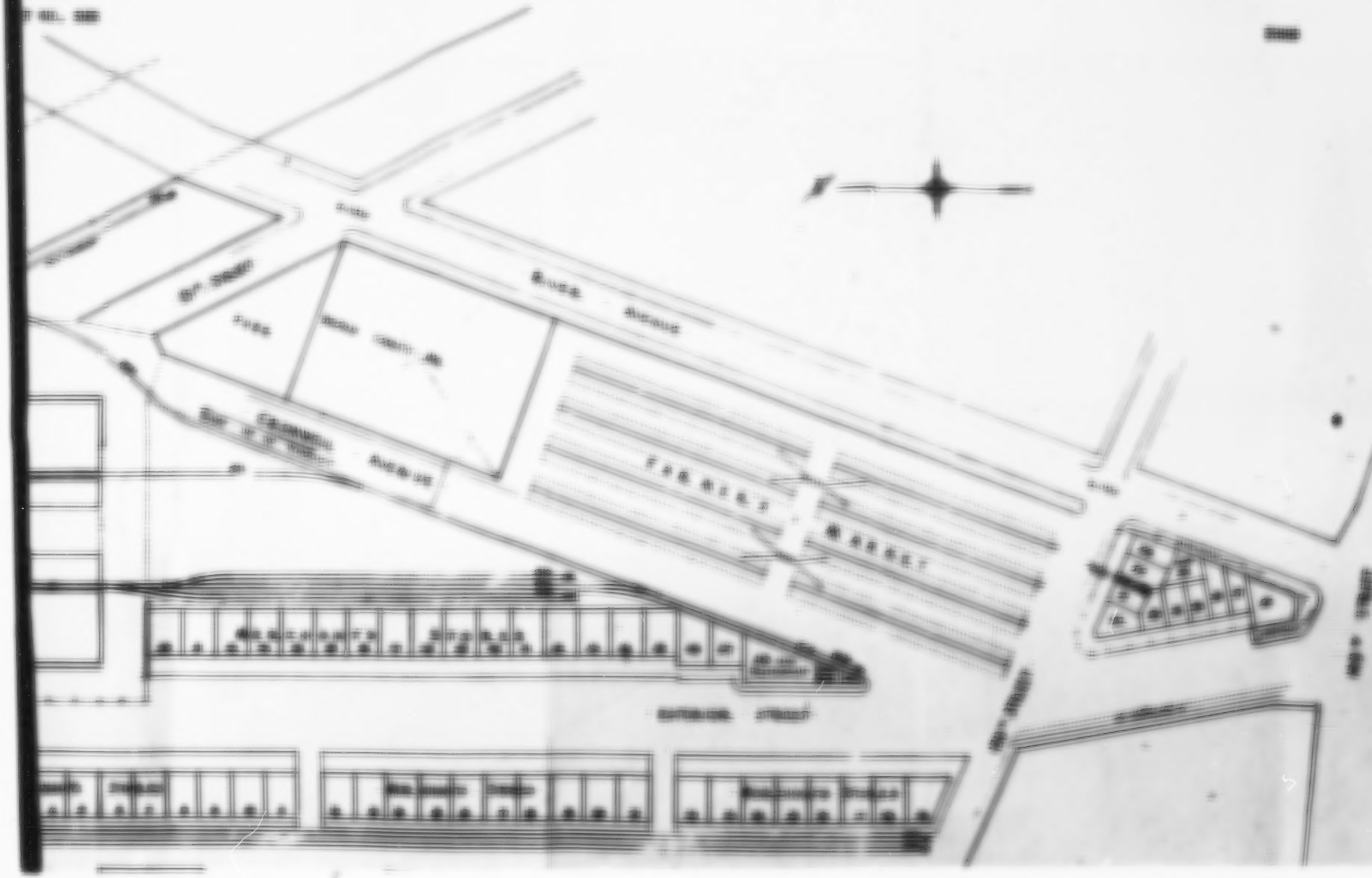
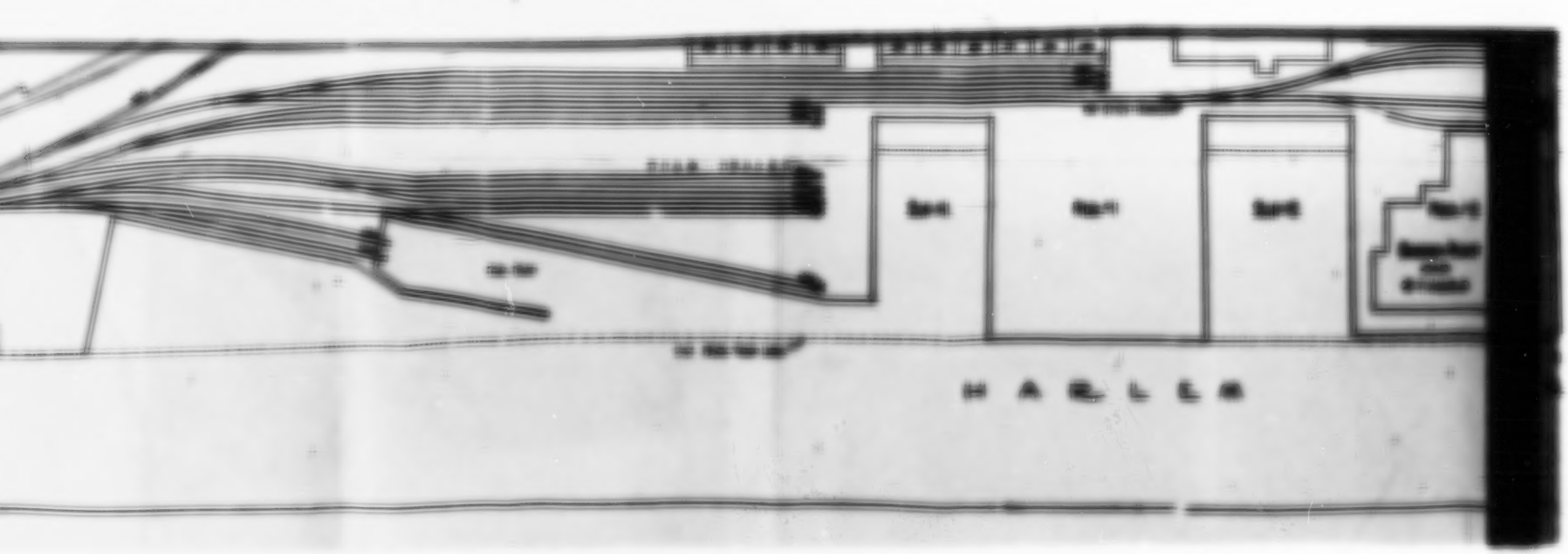
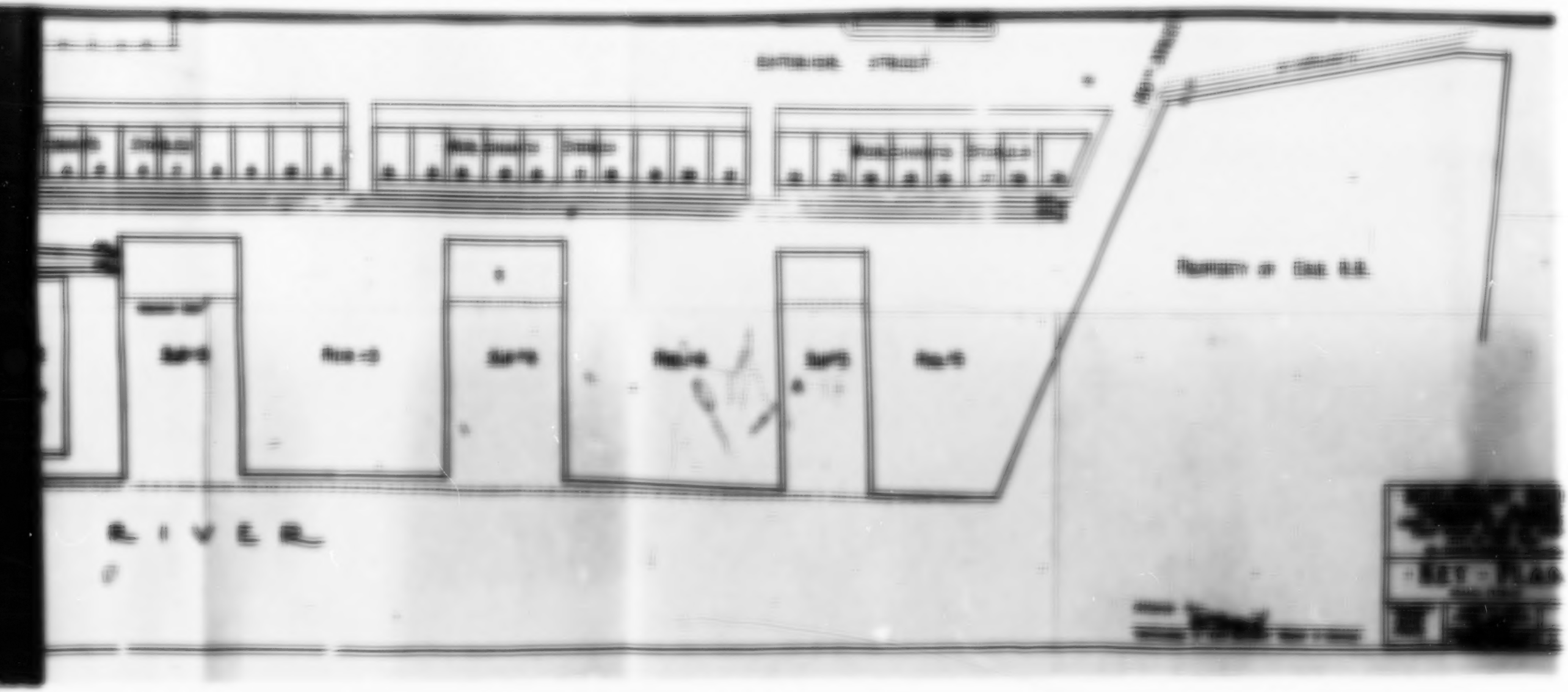



FARMERS
MARKET





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[fol. 3869] U. P. Exhibit No. 384

Bernice Jackson

May 10 1940

Bronx Terminal Market

Constructed and owned by the City of New York in 1928.

Supplies market facilities for all of the Bronx and for the area of Manhattan above 125th Street, New York City, which serves a population of approximately 2,000,000 people.

Consists of 2,500,000 square feet of land (58 acres), bounded by the Harlem River and the New York Central Railroad tracks.

Market property valued at $16,684,975.00, of which $7,000,000.00 is in the land, and the balance of $9,684,975.00 is in a 3,600,000 cubic foot cold storage warehouse, a farmers' market, and 68 merchants' stores.

The merchants' stores are 40 feet by 40 feet, two stories high, and are rented from the City by merchants at $2,000.00 per stall per annum, or 62¢ per square foot per annum. Twenty of these stores are supplied at the present time with refrigerated boxes, the refrigeration for same being supplied by the City of New York at 12¢ per cubic foot per annum.

The gross income from the entire market property for the year 1938 was $312,998.00, with an operating expense of $131,455.00, leaving an operating net before taxes and depreciation of $181,455.00. This represents a return on the investment of .0108%.

[fol. 3870] If we leave off the entire land value of $7,000,000.00 we will arrive at a new total value of $9,684,975.00, which, on the basis of the same income, is equivalent to .0187% return on the investment.

For the calendar year 1939 the gross income from the Market was $300,291.56, with operating expenses of $115,273.25, leaving an operating net before depreciation and taxes of $185,018.31.

(Here follow 3 photolithographs, side folios 3871-3873)

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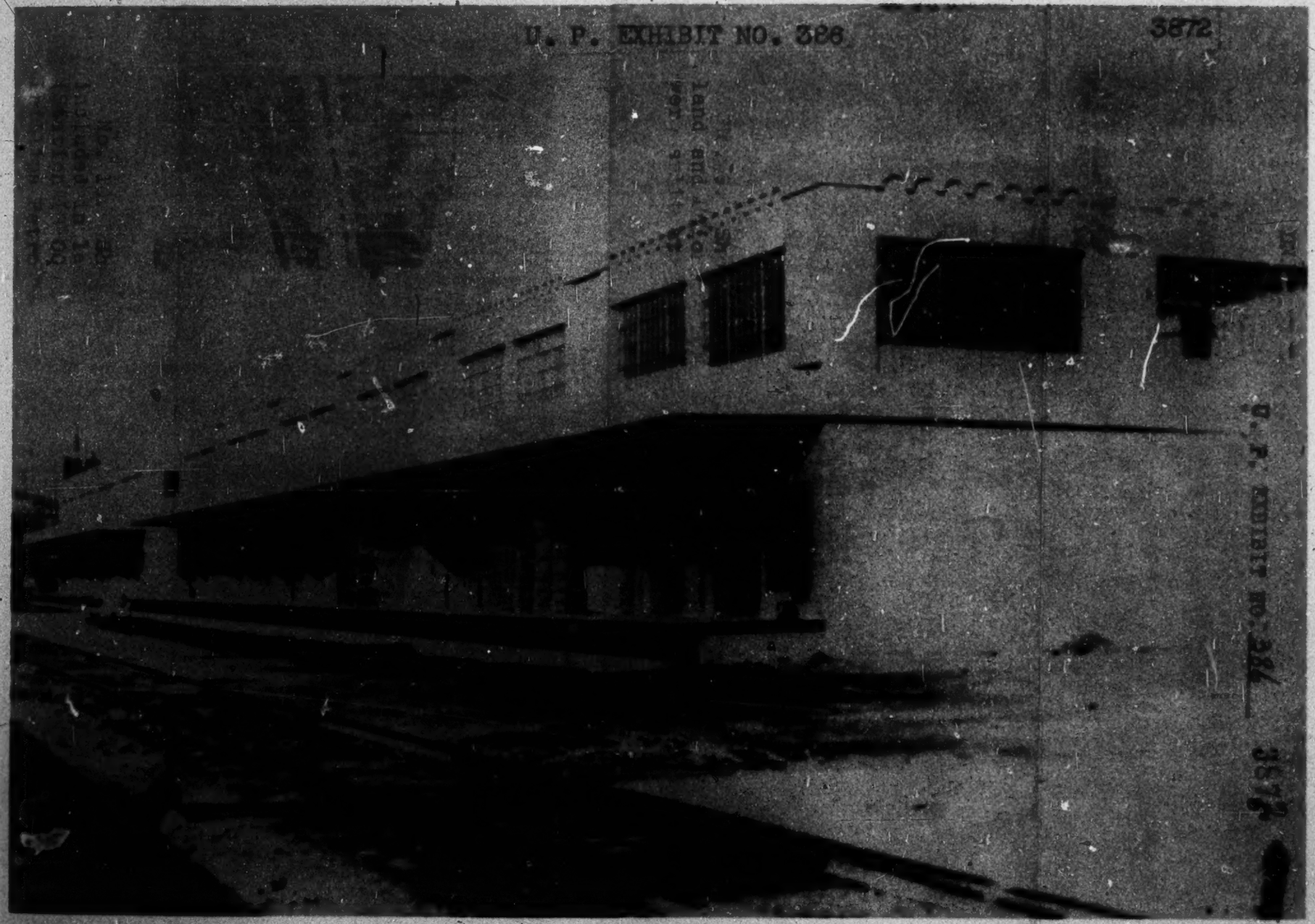
U. P. EXHIBIT NO. 385

3871

U. P. EXHIBIT NO. 326 3872



U. F. EXHIBIT NO. 387

3873

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[fol. 3874] U. P. Exhibit No. 388

Bernice Jackson

May 10, 1940

Port of Seattle

Bell Street Terminal

Income:	
Wharf	$60,515.99
Dry Storage	23,178.34
Cold Storage—750,000 cf.	59,886.34
	$143,580.67
Operating Exp.	103,979.56*
General Overhead	20,436.22
	$124,415.78
Operating Profit before Dep. & Taxes	19,164.89
Investment	$1,287,096.79
Return on Investment	1.5%

(*) Operating expense of cold storage plant included in above is $46,888.39.

[fol. 3875] U. P. Exhibit No. 389

Bernice Jackson

May 10 1940

Port of Seattle Built 1911

Spokane Street Terminal

Income:		
Wharf		$82,402.48
Cold Storage 1,829,000 cf.		51,067.86
Fish Freezer 154,000 cf.		78,081.82
Ice Sales		10,648.01
		$222,200.17
Operating Exp.	$103,232.26*	
Overhead	16,454.91	
		119,687.17
Net before Depreciation & Taxes		$102,513.00

Investment	$1,612,457.84
Return	6%
* Cold Storage Operating expense included in Total operating expense above is	$36,479.34
37% of overhead charged to Cold Storage Dept.	6,088.35
	$42,567.69
Operating C. S. profit before Dep. & Taxes	$8,500.17
Value of C. S.	$576,397.15
% return	1.6%

[fol. 3876] U. P. Exhibit No. 390

Bernice Jackson

May 10, 1940

Kansas City Food Market—April 26, 1940

Cold Storage Building—1,200,000 cubic feet

Total Building Cost:

Building	$569,701.65		
Machinery	224,052.72		
Total cost plus overhead	$795,754.37	On 55% basis	$436,564.90

Gross return on total cost .. 4.85%
Gross return on 55% " .. 8.82%
Income $38,500 per year.

Expenses—Depreciation of 1.43% on Buildings only less corkboard of

Cost of Building	$569,701.65
Less Corkboard	59,712.14
Cost of Building only	509,989.51
1.43% depreciation on $509,989.51	$7,292.85
Excess on machinery over 15 year life	1,648.00
Total	$8,940.85

Income	$38,500.00
Expenses	8,941.00
Net to City	$29,559.00

[fol. 3877] Return of Full Value ..... 3.7% net
Return of 55% Value ..... 6.6% net

Return on Income (including) in ink $12,000.—
(Maintenance) on Full Value 6.5%
on 55% Value 11.8%

Produce Building A:
20 Stalls each 1408 Sq. ft. per floor, two stories, Tenant pays all facilities.
Contains 36,779 cu. ft. Banana Rooms.
41,149 cu. ft. Refrigerators.
Cost ..... $417,170.59 55% basis .. $229,443.82

• • •

Produce Building B:
20 Stalls—20 Refrigerators—34,000 cu. ft.
Cost ..... $399,270.41 55% basis .. $219,653.74

• • •

Produce Building C:
Same as "B"—no refrigerators.
Cost ..... $352,852.00 55% basis .. $194,068.60

• • •

Produce Building D:
18 Stalls and Office Floor.
Refrigerator and Banana rooms like "A".
Cost ..... $418,935.37 55% basis .. $230,414.45

• • •

Grand Total Cost $1,588,328.37 55% basis .. $873,580.61

• • •

[fol. 3878] Trackage:

Building "A"	$7,305.09
Building "B"	7,305.10
Building "C"	7,305.09
Building "D"	7,305.11
Cold Storage	10,613.00
Total	$39,833.39

Office Building	22,243 sq. ft. at $1.10 per sq. ft.		
Cost	$142,025.98	55% basis	$78,114.24

City furnished heat, light and air conditioning and janitor service totalling $14,600.00 per annum.

Return—Office Building:

Gross Rental			$24,467.30
Expenses:			
1.43% depreciation	$2,030.97	55% basis	$1,117.03
Operating Expenses	14,600.00		14,600.00
Total	14,630.97		$15,717.03
Net Income	7,836.33		8,750.27
Net return	5.5%		11.2%

Return on Buildings "A", "B", "C", and "D"—Income $140,400.00:

1.43% depreciation	$22,713.00	55% basis	$12,492.00
Maintenance	2,000.00		2,000.00
Operation	5,000.00		5,000.00
Total	$29,713.00		$19,492.00
Net to City	$110,687.00		$120,908.00
Per cent of return	6.9%		13.8%

[fol. 3879] Value of Buildings Only Plus Tracks:

$2,280,345.00 at 1.43%	$32,609.00
Total machinery depreciation	1,648.00
Depreciation—Grand Total	$34,257.00

• • •

Total Net Income (less expenses)	$193,142.00
Less above depreciation	34,257.00
Net to City	$158,885.00

Total:

Percentage of return after depreciation:

Before grant allowance	6.11%
90% occupancy	5.55%
After grant allowance and after depreciation	11.11%
90% occupancy	10%

• • •

Based on Following Costs:

All Buildings	$2,240,343.77
Cork Insulation	59,712.14
Machinery	224,052.72
Total	2,524,108.63
Brine Lines	36,817.00
Tracks	39,933.-
Grand Total	$2,600,759.00
Grand Total less Federal Grant	$1,450,417.00

[fol. 3880]

U. P. Exhibit No. 391

Bernice Jackson

May 10, 1940

Rates of Return based on Book Values shown in Union Pacific Exhibits Numbers 312, 306, 320 and 328 and net income, after deducting taxes when paid or payable by Lessor, as shown in Union Pacific Exhibits Numbers 311, 303, 304, 305, 317, 318, 319, 326 and 327, but without deduction for depreciation.

Railroad and Location of Elevator and Lessee	Year	U. P. Exh. No.	Reported Book Value	U. P. Exh. No.	Net inc. before depr. after taxes	Rate of Return
A.T. & S. F. Ry. Co.; Argentine, Kansas; Leased to Davis, Nolan, Merrill Grain Co.	1937	312	$3,828,012	311	$71,887	1.88%
	1938	"	3,828,012	"	91,369	2.39%
	1939	"	3,828,012	" Red	5,324	Deficit
	Average		3,828,012		52,644	1.38%
C.R.I. & P. Ry. Co.; Kansas City, Kansas; Leased to Simonds-Shields-Lonsdale Grain Co.	1937	306	$1,216,459	303-4-5	4,108	0.34%
	1938	"	1,217,244	" Red	4,941	Deficit
	1939	"	1,217,434	" Red	18,421	Deficit
	Average		$1,217,046	Red	6,418	Deficit
[fol. 3881]						
Chicago, Burlington & Quincy Railroad Co.; North Kansas City, Mo.; Leased to Norris Grain Company	1937	320	$1,171,985	317	$33,236	2.84%
	1938	"	1,171,985	318	25,798	2.20%
	1939	"	1,171,985	319	17,979	1.53%
	Average		$1,171,985		25,671	2.19%
Missouri Pacific Railroad Company; Elevator "B," Kansas City, Mo.; Leased to Continental Grain Co. (to May 4, 1938); Cargill, Inc., from May 24, 1938. (Income & Taxes not deducted because paid by Lessee.)	1937	328	$1,457,488	326	$54,600	3.75%
	1938	"	1,468,510	"	41,083	2.80%
	1939	"	1,468,510	"	37,355	2.54%
	Average		$1,464,836		44,346	3.03%
[fol. 3882]						
Missouri Pacific Railroad Company; Eagle Elevator, Kansas City Mo.; Leased by Scoular-Bishop Grain Co.	1937	328	$252,449	327	$4,009	1.59%
	1938	"	252,449	"	3,807	1.51%
	1939	"	253,179	"	3,990	1.58%
	Average		$252,692		$3,935	1.56%

[fol. 3883] UNION PACIFIC EXHIBIT No. 392

Bernice Jackson

May 10, 1940

Indicated Rate of Return on Value of Portion of Old Inbound Freight House of Chicago, Rock Island & Pacific Railway Co. leased to A. Reich & Sons, Inc. Based on Value of Building Shown in Union Pacific Exhibit No. 296, subsequent additions and improvements shown in Union Pacific Exhibit No. 297, and Value of Land occupied by Lessee shown in Union Pacific Exhibit No. 298, and on Gross Rental per annum as provided by Lease filed as Union Pacific Exhibit No. 293. Areas occupied by Lessee computed from maps, Union Pacific Exhibits No. 293 and No. 294.

		Value
Dec. 1, 1934.	Value of Building shown in UP Exhibit #296.....	$46,357.00
Mar. 31, 1940.	Additions and improvements to building, constructed for lessee from Dec. 1, 1934, to March 31, 1940, abstracted from UP Exhibit #297....	20,176.00
	Areas of land occupied by: Freight house and trucking space 740'x55' 40700 sq. ft. House Track serving freight house 740'x18' 13320 sq. ft. Computed from UP Exhibit #293 and 294, 54020 sq. ft.	
	Value of land occupied, as shown in UP Exhibit #298, $1.50 per sq. ft.....	
	Value of 54020 sq. ft. of land at $1.50 per sq. ft.....	81,030.00
	Total	$147,563.00
[fol. 3884]	Gross Rental per annum as provided for in Lease (UP Exhibit #293).....	$2,860.56
	Indicated Rate of Return.....	1.94%

Note: No amounts have been deducted from the Gross Rental shown above for any expense incurred by the Lessor for—

(1) Cost of heat furnished by Lessor.

(2) Cost of water furnished by Lessor.

(3) Cost of maintenance and repairs borne by Lessor.

(4) Cost of Taxes, being an undetermined portion of $935.00 per annum (Union Pacific Exhibit No. 314).

or for (5) Depreciation.

[fol. 3885] PLAINTIFF'S EXHIBIT No. 393

Bernice Jackson

May 11, 1940

Copy

Contract #56931-A

(MKN written in margin)

Supplemental Agreement, Made This 26th Day of December, 1929, Between The Atchison Topeka and Santa Fe Railway Company, a Kansas Corporation (Hereinafter Called the "Lessor"), Party of the First Part, and Davis-Noland-Merrill Grain Company, a Missouri Corporation (Hereinafter Called the "Lessee"), Party of the Second Part

Witnesseth:

Whereas, by an indenture dated May 5th, 1926, Lessor's Secretary's No. 56931, the Lessor leased to the Lessee for the term of five (5) years from and after June 30th, 1926, the terminal elevator property of the Lessor located at or near Argentine, Kansas; and

Whereas, the Lessee now desires to have the term of said indenture extended to June 30th, 1934, and the Lessor finds it to its interest to grant the desired extension upon the terms and conditions hereinafter expressed.

Now, Therefore,

In consideration of the premises, the parties mutually agree that the said indenture shall be and hereby is modified to provide that the term thereof shall be extended to June [fol. 3886] 30, 1934, subject, however, to termination on June 30, 1932, or June 30, 1933, by either party giving to the other notice in writing of its desire so to do not later than April 1, 1932, or April 1, 1933, as the case may be.

Said indenture as hereby modified shall continue in full force and effect during said extended term.

In Witness Whereof the parties hereto have executed this agreement in duplicate the day and year first above written.

The Atchison, Topeka and Santa Fe Railway Company by W. B. Story, Its President. Davis-Noland-Merrill Grain Company by (Sgd.) G. H. Davis, Its President.

(Shown in extreme left hand corner 1777-A.)
(Shown in extreme right hand corner Sheet 8a-11 29)

Copy

Contract #56931-B

Supplemental Agreement, Made This 28th Day of May, 1931, Between The Atchison, Topeka and Santa Fe Railway, a Kansas Corporation, Hereinafter Called the "Lessor", Party of the First Part, and the Davis-Noland-[fol. 3887] Merrill Grain Company, a Missouri Corporation, Hereinafter Called the "Lessee", Party of the Second Part

Witnesseth, That:

Whereas, by an indenture (hereinafter called the "Original Lease"), dated May 5th, 1926, bearing Lessor's Secretary's Contract #56931, the Lessor leased to the Lessee the elevator property known as Elevator "A" located at Argentine, Kansas, for the term of five years ending June 30th, 1931; and

Whereas, by a supplemental agreement dated December 26th, 1929, bearing Lessor's Secretary's Contract #56931-A, said term was extended to June 30th, 1934, subject to prior termination as in said Supplemental Agreement provided; and

Whereas, it has now been decided to increase the storage capacity of said Elevator "A" to accom-odate an additional

four million bushels of grain, thus making the total capacity of the elevator approximately ten million bushels; and

Whereas, the parties now desire to amend the Original Lease as supplemented to include such enlargement and to further extend the term of the Original Lease.

Now, Therefore:

The parties mutually agree:

1. That effective July 1st, 1931, the elevator properties, machinery and equipment embraced in the Original Lease dated May 5th, 1926, shall be increased to include the stor- [fol. 3888] age tanks, machinery and equipment located on the following described lands:

Beginning at a point 605.5 feet northeasterly of, measured at right angles to the center line of the west bound passenger main track of The Atchison, Topeka and Santa Fe Railway Company at Mile Post 6+0998 feet, said point being 172.8 feet northeasterly of, measured at right angles to the center line of said Railway Company's west bound freight main track at Mile Post 6+0998 feet; thence northwesterly parallel with and normally distant from center line of said west bound freight main track 451 feet; thence northeasterly at right angles 170 feet; thence southeasterly at right angles 451 feet; thence southwesterly 170 feet to point of beginning.

The area occupied by the additional improvements is for convenient reference colored yellow on Exhibit "A".

That effective July 1st, 1931, there shall also be added to the property embraced in the Original Lease an 8 inch sewer line, a 21 inch sewer line and a 10 inch water line including catch basins, manholes and fire hydrants, all as shown by broken yellow lines on Exhibit "A".

For an exact description of the additional improvements embraced in this Section 1 there shall be attached as Exhibit "B" and made a part hereof a schedule describing the storage tanks, machinery, equipment, transmission line, water and sewer lines and all other property of every kind [fol. 3889] and character embraced in the additional elevator facilities provided for herein. Said Exhibit "B" shall also show the actual cost of all said facilities.

2. That effective July 1st, 1931, the Lessee shall pay to the Lessor monthly in advance, in addition to the sums now

payable by the Lessee under the Original Lease, an amount equal to one-twelfth (1/12) of six per cent (6%) on the sum expended for said additional improvements as shown on Exhibit "B".

3. That said Original Lease as hereby amended shall continue in effect until terminated on June 30th, 1936, or on June 30th of any subsequent year by either party giving to the other written notice to be served on or before April 1st of the year in which the termination shall take place; provided, however, that said Original Lease as hereby amended, shall always be subject to earlier termination with the provisions of Section 3 of Article I and Section 2 and 4 of Article II thereof.

4. That effective July 1st, 1931, said Supplemental Agreement of December 28, 1929, shall be canceled and be of no further effect.

5. That as herein modified and amended, said Original Lease shall continue in full force and affect according to its terms and provisions.

1777-B (Shown in extreme left hand corner.
Sheet 9-11 30 (Shown in extreme right hand corner.

[fol. 3890] In Witness Whereof the parties hereto have executed this Supplemental Agreement in duplicate the day and year first above written.

The Atchison, Topeka and Santa Fe Railway Company By (Signed) W. B. Storey, Its President.
Davis-Noland-Merrill Grain Company By (Signed) G. H. Davis, Its President.

Description approved. H. W. Wagner, Chief Engineer, per W. A. Kingman, Office Engineer.
Form Approved: (Signed) Lee F. English, General Attorney.
Accepted as to Form. (Signed) S. T. Bledsoe, General Counsel.

1777-B (Shown in extreme left hand corner.)
Sheet 10-11 31 (Shown in extreme right hand corner.)

(Here follows 1 photolithograph, side folio 3891)

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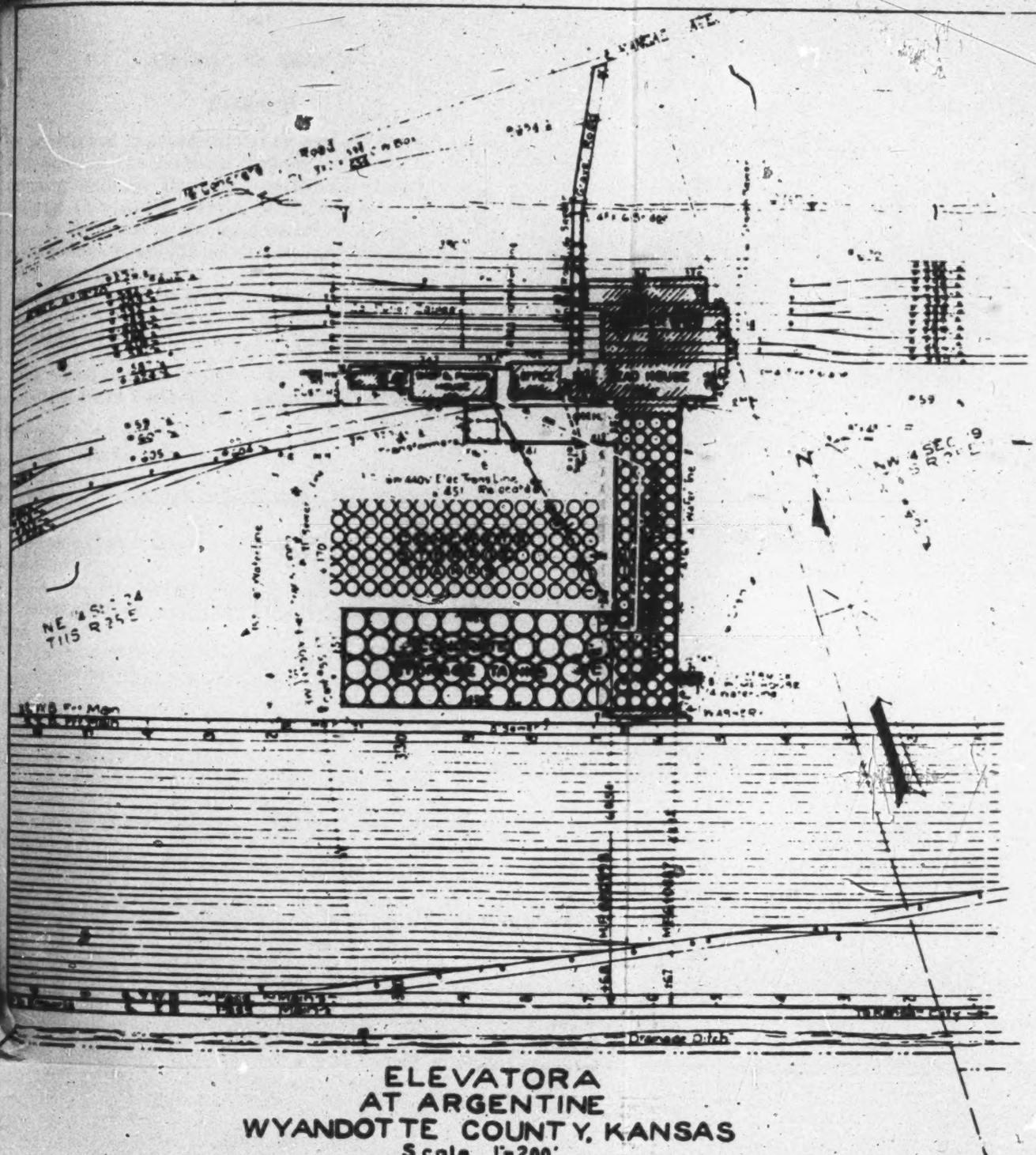
EXHIBIT 'A'

TO BE ATTACHED TO SUPPLEMENTAL AGREE
ATCHISON, TOPEKA AND SANTA FE RAI
AND
DAVIS-NOLAND-MERRILL GRAIN
COVERING LEASE OF GROUND AND BUILDINGS
ARGENTINE, KANSAS

IDENTIFIED BY { A
D



ELEVATORA
AT ARGENTINE
WYANDOTTE COUNTY, KANSAS
Scale 1"=200'

DESCRIPTION:

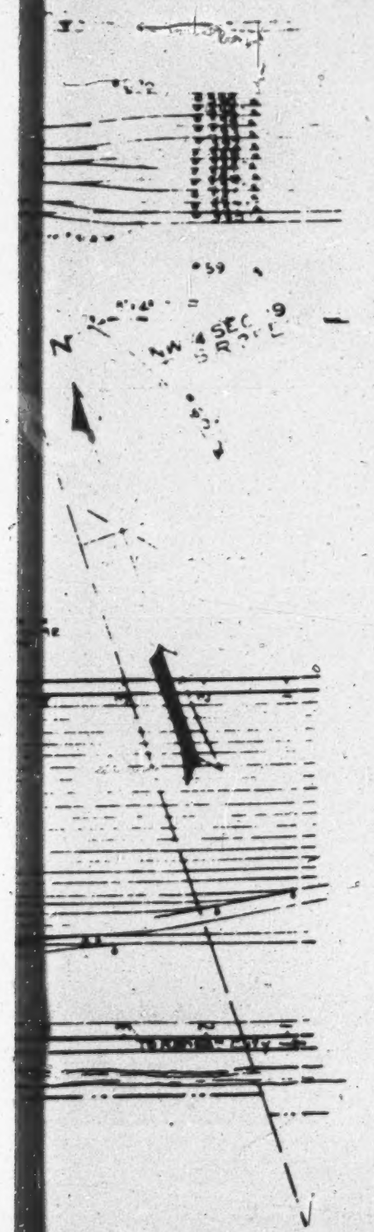
Beginning at a point 6055 feet northeasterly of, measured at right
West Bound Passenger-Main Track of The Atchison, Topeka and Santa Fe Railw
0998 feet, said point being 1728 feet northeasterly of, measured at right angle
way Company's West Bound Freight Main Track at Mile Post 6 plus 0998 feet, the
with and normally distant from center line of said West Bound Freight Main Track,
at right angles 170 feet, thence southeasterly at right angles 451 feet, thence so
of beginning. Containing an area of 76670 Square feet more or less as shown by
including all buildings and equipment belonging to the Railway Company loc

Also a relocated electric transmission line consisting of poles an
wires carrying 440 volts extending from power house to concrete storage tank
Also an 8 inch sewer line, a 21 inch sewer line and a 10 inch water line
manholes and fire hydrants as shown by dashed yellow lines.

EXHIBIT 'A'

TO BE ATTACHED TO SUPPLEMENTAL AGREEMENT BETWEEN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
AND
DAVIS-NOLAND-MERRILL GRAIN COMPANY
COVERING LEASE OF GROUND AND BUILDINGS AT ELEVATOR 'A'
ARGENTINE, KANSAS

IDENTIFIED BY { Chief Engr. A.T. & S.F. Ry. Co.
Davis-Noland-Merrill Grain Co.



DESCRIPTION:

Beginning at a point 605 feet northeasterly of, measured at right angles to the center line of the West Bound Passenger Main Track of The Atchison, Topeka and Santa Fe Railway Company at Mile Post 6 plus 0998 feet, said point being 172 feet northeasterly of, measured at right angles to the center line of said Railway Company's West Bound Freight Main Track at Mile Post 6 plus 0998 feet, thence northwesterly parallel with and normally distant from center line of said West Bound Freight Main Track 451 feet, thence northeasterly at right angles 170 feet, thence southeasterly at right angles 451 feet, thence southwesterly 170 feet to point of beginning. Containing an area of 76670 Square feet more or less as shown by yellow coloring and including all buildings and equipment belonging to the Railway Company located thereon.

Also a relocated electric transmission line consisting of poles and 6 three phase 60 cycle wires carrying 440 volts extending from powerhouse to concrete storage tanks as shown by yellow line.

Also an 8 inch sewer line, a 2 inch sewer line and a 10 inch water line including catch basins, manholes and fire hydrants as shown by dashed yellow lines.

Made at C.E.O.
The A.T. & S.F. Ry. Co
Topeka, Kan.
Apr. 28, 1931
Drwg. No. A-59
AT S ✓ JAS ✓

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[fol. 3892] MKN (In Margin).

Copy

Contract No. 56931-B

Exhibit B

To be attached to supplemental agreement dated May 28th, 1931, between The Atchison, Topeka and Santa Fe Railway Company and the Davis-Noland-Merrill Grain Company, Railway Company's Secretary's Contract No. 56931-B, whereby the terms of the lease covering Elevator A at Argentine, Kansas, are extended to include the following additional improvements.

Reinforced concrete addition consisting of 96 bins 25′ 7″ diam x 97′ 8″ as per plan C.E.O.T. No. 15400, including equipment as follows,..... $894,445.19

The above amount includes the cost of machinery and equipment more particularly described as follows:

Storage No. 4 Gallery
3—42″ belts 60 H.P. motors
3—2 pulley trippers.
3—Transfer legs 22″ belt 60 H.P. motors-neutral head drives.
1—dust collector system—Clarage Fan Co. #21 Fan with 30 H.P. motor.
1—booster fan Clarage Fan Co. #21—30 H.P. motor.
1—dust collector located on tank No. 509 on outside low roof.
1—Delany system and room serving 171 tanks.
1—switch board serving belt leg and fan motors.

[fol. 3893] Basement Storage No. 4
6—36″ belts 50 H.P. motors.
1—dust collecting system.
Clarage Fan Co. No. 19 Fan 50 H.P. motor with
1—dust collector located on low roof tank No. 257
1—Goulds Centrifugal pump—5 H.P. motor connected to 6 sumps.
1—switch board serving 6 belts and dust collecting system.

Water Lines	
679'—10" C.I. Water Line	2,860.65
Sewers	2,718.99
153'—8" Vit. sewer line	
823'—12" Vit. sewer line	
425'—21" Vit. sewer line	
23 catch basins	
6 manholes	
Total on which Grain Company is to pay interest rental at the rate of 6% per annum	$900,024.83

Correct: The Atchison Topeka and Santa Fe Railway Company, By (Sgd.) W. B. Storey, Its President. Davis-Noland-Merrill Grain Company, By (G. H. Davis) (Sgd.) Its President.

1777-B (Shown in extreme left hand corner).
Sheet 11-11 (Shown in extreme right hand corner).
33

[fol. 3894] Copy

Contract #56931-C

Supplemental Agreement, Made this 21st day of November 1932, between The Atchison Topeka and Santa Fe Railway Company, a Kansas corporation, (hereinafter called the "Lessor"), party of the first party, and Davis-Noland-Merrill Grain Company, a Missouri corporation, (hereinafter called the "Lessee") party of the second part.

Recitals:

Under the provisions of a certain agreement dated May 5, 1926, bearing Lessor's Secretary's Contract No. 56931, (hereinafter called the "Original Lease"), the Lessor leased to the Lessee the elevator property known as Elevator "A" located at Argentine, Kansas, for the term of five (5) years ending June 30, 1931.

By a certain supplemental agreement dated December 26, 1929, bearing Lessor's Secretary's Contract No. 56931-A said term was extended to June 30, 1934, subject to prior termination as in said supplemental agreement provided.

Under the terms of a further supplemental agreement lated May 28, 1931, bearing Lessor's Secretary's Contract No. 56931-B,

(a) the storage capacity of said Elevator "A" was increased to accommodate an additional four million (4,000,000) bushels of grain, thus making the total capacity of the elevator approximately ten million (10,000,000) bushels;

fol. 3895] (b) the said supplemental agreement dated December 26, 1929, was cancelled, and

(c) the term of the Original Lease was extended until terminated on June 30, 1936, or on June 30th of any subsequent year, by either party giving to the other written notice to e served on or before April 1st of the year in which the rmination shall take place, provided, however, that the riginal Lease shall always be subject to earlier termination in accordance with the provisions of Section 3 of Article I and Sections 2 and 4 of Article II thereof.

Upon request of the Lessee the Lessor has installed in id elevator and turned over to the Lessee for operation:

(a) One Cyclone Blow Pipe Company fan with fifteen 5) horse power motor, and

(b) Two Sturtevant ventilating fans with fifteen (15) rse power motors,

d it is therefore desired to further supplement the Original Lease to include said fans and motors.

Agreement

The Parties Mutually Agree:

1. That effective as of July 1, 1931, the elevator, machinery and equipment embraced in the Original Lease, shall be d the same is hereby increased to include the aforesaid clone Blow Pipe Company fan with fifteen (15) horse ol. 3896] power motor, the exact description of which is ly set forth on the schedule, marked "Exhibit "A", ached hereto and made a part hereof, and the Lessee ll pay to the Lessor monthly in advance, in addition to sums now payable by the Lessee under the Original ase and said supplemental agreement dated May 28, 1931,

an amount equal to one-twelfth (1/12) of six per cent (6%) on the sum expended for said Cyclone Blow Pipe Company fan with motor, which said sum is set forth on said "Exhibit A".

2. That effective as of July 8, 1931, the elevator, machinery and equipment embraced in the Original Lease shall be and the same is hereby further increased to include the two aforesaid Sturtevant ventilating fans with fifteen (15) horse power motors, the exact description of which is fully set forth on said Exhibit "A", and the Lessee shall pay to the Lessor monthly in advance in addition to the sums now payable by the Lessee under the Original Lease, in said supplemental agreement dated May 28, 1931, and in Section 1 of this supplemental agreement, an amount equal to one-twelfth (1/12) of six percent (6%) on the sum expended for said sturtevant ventilating fans and motors, which said sum is also set forth on said Exhibit "A".

1777-G (Shown in extreme left hand corner.)
Sheet 1-3 (Shown in extreme right hand corner.)
34

[fol. 3897] 3. The Original Lease as modified and amended by this supplemental agreement and said supplemental agreement of May 28, 1931, shall continue in full force and effect according to its terms.

In Witness Whereof, the parties hereto have executed this supplemental agreement in duplicate the day and year first above written.

The Atchison, Topeka and Santa Fe Railway Company, By (W. B. Storey), Its President. Davis-Noland-Merrill Grain Company, By (G. H. Davis), Its President.

Description approved, W. A. Kingman, For H. W. Wagner, Office Engineer.

Form Approved, Lee F. English, General Attorney. S. T. Bledsoe, General Counsel.

1777-C (Shown in extreme left hand corner.)
Sheet 2-3 (Shown in extreme right hand corner).
35

[fol. 3898] (Copy)

Contract 56931-C

EXHIBIT A

To be attached to supplemental agreement dated 21st day of November, 1932, between The Atchison Topeka and Santa Fe Railway Company and the Davis-Noland-Merrill Grain Company whereby the terms of the lease covering Elevator A at Argentine, Kansas, Railway Company's Secretary's Contract 56931, are extended to include the following improvements.

Work House

Dust Collecting System consisting of 1—Cyclone Blow Pipe Co Fan and 15 H. P. Motor, with necessary piping to loaders at conveyor belts in north end of storage No. 1 and No. 2, also 24 ventilators from screens to garners above and 12 vents from garners to roof $2,677.00

2—Sturtevant Ventilating Fans with 15 H. P. Motors on Bin Floor of Work House 10,984.08

Total on which Grain Company is to pay interest rental at rate of 6% per annum 13,661.08

The Atchison, Topeka and Santa Fe Railway Company, by (W. B. Storey), Its President. Davis-Noland-Merrill Grain Company, by (G. H. Davis), Its President.

[fol. 3899] Description approved, W. A. Kingman, for Chief Engineer.

Form approved; W. R. Smith, Solicitor for Kansas.

1777-C (Shown in extreme left hand corner)
Sheet 3-3 (Shown in extreme right hand corner)
36

(Cont 56931 D in blue pencil notation at top of letterhead)
(Letterhead contains picture of elevator)

Davis-Noland-Merrill-Grain Co.
Operating
Santa Fe Elevator "A"
Capacity
10,200,000 bushels

G. H. Davis, President
N. F. Noland, Vice President
Harold A. Merrill, Vice Pres. & Treas.
M. Gundelfinger, Secretary
Paul C. Trower, Asst. Treas.
C. L. Goetchius, Asst. Secy.

Board of Trade (282699 pencil
Kansas City, Mo. notation)
March 13, 1937.

A. T. & S. F. Railway Company, Railway Exchange Building, Chicago, Illinois.

Gentlemen:

In accordance with the provisions of original lease dated May 5, 1926, Secretary's Contract No. 56931 and numerous [fol. 3900] extension, the last one dated November 21, 1932, we hereby give notice that we do not desire to renew said contract on June 30, 1937.

Yours very truly, Davis-Noland-Merrill Grain Co.
(Signed) G. H. Davis.
President.

GHD:CV

(Letterhead) (37 in upper right margin)

The Atchison, Topeka and Santa Fe Railway System

Railway Exchange, 80 East Jackson Boulevard, Chicago
President's Office

June 30, 1937.

Davis-Noland-Merrill Grain Company, Kansas City Board of Trade Building, Kansas City, Missouri.

Gentlemen:

Pursuant to your consent to modify your "Notice of Termination of Lease", dated March 13, 1937, by making

the same applicable only to the supplemental Annex agreement dated May 28, 1931, which covers the four-million-bushel elevator Annex, we hereby agree that for the period commencing July 1, 1937, up to and including June 30, 1938, you may continue to use, occupy, and operate the original elevator property, together with the Head House, described in and under the terms now in effect and set forth in the original indenture of lease dated May 8, 1926, and some-[fol. 3901] times designated as AT&SF Secretary's Contract No. 56931, and in the supplemental lease dated November 21, 1932, designated as AT&SF Secretary's Contract No. 56931-C. The rental to be paid by you shall be that now stipulated in the lease of May 5, 1926, above described, in the sum of $88,348.56, together with the rental stipulated in the said supplemental lease of November 21, 1932, to-wit, $996.71, making a total of $89,345.27, payable in advance in monthly installments of $7,445.44.

The Annex is withdrawn from your occupancy, and the supplemental agreement covering the same, dated May 28, 1931 (AT&SF Secretary's Contract No. 56931-B) heretofore in effect, is hereby canceled.

We propose to lease the Annex, in whole or in part, to other tenants. In that event you shall, upon our request, with respect to grain of such other tenants, perform such services as your Head House facilities may permit, except storage services, and for such service you shall accept in payment therefor either—

—2—

(Cont 56931 B Notation at top of letterhead)

(a) Not to exceed the published or usual rates then in effect, except that if any such rate includes free storage for any period, as Lessee's rate for receiving and loading now does, the rate for any such service shall be reduced by deducting therefrom the published or usual storage charge for [fol. 3902] the average period such free storage has been availed of by other customers for the year ending June 30, 1937, permitting official supervision of all weights and permitting one or more representatives of any co-tenant requesting any service to be present when the same is performed; or

(b) a share of the Head House operating expenses of Lessee which bears the same ratio to total head house oper-

ating expenses as the amount of Annex storage space leased by any co-tenant or co-tenants bears to the total elevator storage space leased to Lessee and any other tenant or tenants.

The service you perform for such tenants shall be of the same quality given to your own business of similar character, and without any avoidable delays or discrimination. Available office space to a reasonable extent shall be provided by you without extra charge therefor.

You are to keep separate, true, and accurate accounts, showing Head House operating expenses, which, together with supporting papers, shall at all times be open to our inspection or that of any tenants of the Annex.

Every tenant of the Annex, before occupying all or any part thereof, will be required in writing to elect the method of compensating you for such services as you may render to it, so that each tenant or co-tenant of the Annex will pay you for your services in either one or the other method [fol. 3903] hereinbefore set forth.

Furthermore, each tenant or co-tenant of the Annex will be required in writing, before taking possession of any part of the Annex, to agree to arbitrate all disputes between you and any such tenants of the Annex in the manner provided for the same in Section 6 of Article II of your lease agreement.

You understand that this arrangement is entered into by us only for the period ending June 30, 1938, in view of our inability to lease the entire elevator property to anyone else or to operate the same, and in order that we may be able to

 (38 in upper right hand margin).

meet the requirements of the approaching crop movement and threatened shortage of cars.

Acceptance of this proposal by you shall constitute our agreement, and we would appreciate your returning your accepted copy to us.

Very truly yours, The Atchison, Topeka and Santa Fe Railway Company, by (Signed) S. T. Bledsoe (stamped) President.

Accepted, Davis-Noland-Merrill Grain Company, by G. H. Davis, President. (Signature in ink).

[fol. 3904] (Cont 56931 D—written in upper left hand margin) (39—written in upper right hand margin)

Chicago, August 5, 1937.

Mr. H. B. Fink, Secretary and Treasurer, Topeka, Kansas.

Dear Sir:

Attached for custody is the original of a letter dated March 13, 1937, from the Davis-Noland-Merrill Grain Company serving notice of its desire to terminate the Argentine elevator lease (Secretary's Contract No. 56931 and supplements) as of June 30, 1937.

Also attached for custody is copy of a letter addressed by the Atchison Company under date of June 30, 1937, to the Davis-Noland-Merrill Grain Company, bearing the acceptance of the latter, from which you will note that the notice of termination has been modified so as to make it applicable only to the supplemental Annex agreement of May 28, 1931; that so far as the original elevator property and head house are concerned they will continue to be used by the Davis-Noland-Merrill Grain Company under the terms of the lease dated May 5, 1926, and supplemental lease of November 21, 1932, at a rental of $89,345.27 per annum, payable in advance in monthly installments of $7,-445.44. This arrangement is to cover only the period ending June 30, 1938. Copy of this letter has been retained for our file and two copies have been furnished Mr. Houghton. Will [fol. 3905] you please see that whatever additional copies necessary are made for distribution to our other interested officials.

Yours very truly, (Signed) S. F. Bledsoe.

121728
EWD (initials signed in ink)

Copy Secretary's Contract No. 56931 E

(Letterhead)
The Atchison, Topeka and Santa Fe Railway System

Railway Exchange, 80 East Jackson Boulevard, Chicago
President's Office

August 7, 1937.

Davis-Noland-Merrill Grain Company, Kansas City Board of Trade Building, Kansas City, Missouri.

Gentlemen:

This letter is written to place of record our agreement that effective as of the date hereof lease agreement dated June 30, 1937, between you and this Company, covering all of Santa Fe Elevator "A" except the Annex, shall include the Annex storage space served by the south overhead belt, being 32 cylindrical bins and 30 interstitial or star bins, together with facilities for their operation appurtenant thereto, for use of which you are to pay in addition to the rental [fol. 3906] fixed by said agreement dated June 30, 1937, the sum of Sixteen Thousand Five Hundred Dollars ($16,500) for the term ending June 30, 1938, in eleven (11) equal installments of One Thousand Five Hundred Dollars ($1,500) each, the first of which shall be paid upon receipt of bill therefor and the remaining ten (10) installments on the last day of each and every month, beginning with the month of August 1937 and ending with the month of May 1938.

This agreement is made because this Company has been unable to lease the Annex space to any other tenant and because the leasing season is rapidly expiring.

If this meets with your understanding please evidence your acceptance of the terms hereof by signing in the space provided below for that purpose the original and duplicate hereof and return the original to the undersigned.

The Atchison, Topeka and Santa Fe Railway Company, by (Signed) S. T. Bledsoe, Its President.

The terms and conditions above set forth are hereby accepted:

Davis-Noland-Merrill Grain Company, by (Signed in ink) G. H. Davis, Its President.

Form approved.

(Signed) H. W. Davis, General Attorney.

[fol. 3907] Accepted as to form.
(Signed) E. E. McGinnis, General Counsel.

(40 in lower right hand margin)

(Copy)

Secretary's Contract No. 56931-F

(Letterhead)

The Atchison, Topeka and Santa Fe Railway System

Railway Exchange, 80 East Jackson Boulevard, Chicago

Office of Executive Vice-President

August 17, 1937.

Davis-Noland-Merrill Grain Company, Kansas City Board of Trade Building, Kansas City, Missouri.

Gentlemen:

This letter is written to place of record agreement resulting from your acceptance as to the facilities served by the Center Belt in Elevator "A" Annex, Kansas City (Turner), Kansas, of offer contained in Mr. Houghton's letter of August 9, 1937, to lease such space for a term beginning with acceptance of the offer and ending June 30, 1938, rental to be such proportion of $31,500 as usable storage space served by the Center Belt is of total usable storage space served by the Center and North Belts; and to confirm further agreement that the rental arrived at on such basis is $15,000, to be paid in 11 installments, one of which shall [fol. 3908] be $1,363.70, payable upon receipt of bill therefor, and the remaining 10 installments to be $1,363.63 each, payable on the last of each and every month, beginning with the month of August, 1937, and ending with the month of May, 1938. The Center Belt space consists of the center row of interstitial or star bins and the two center rows of cylindrical bins adjoining, together with their appurtenances.

Please evidence your acceptance of the above terms by signing in the space provided below for that purpose the original and duplicate hereof, returning the original to the undersigned and retaining the duplicate.

The Atchison, Topeka and Santa Fe Railway Company, by (Signed in ink) E. J. Engel, Its Executive Vice President.

The terms and conditions above set forth are hereby accepted:

Davis-Noland-Merrill Grain Company, by (Signed) G. H. Davis, Its President.

Form approved:

(Signed) H. W. Davis, General Attorney.

Accepted as to Form:

(Signed) E. E. McGinnis, General Counsel.

(41—in lower right hand margin)

[fol. 3909]

56931-G (written in upper right hand corner)
42

(Letterhead)

The Atchison, Topeka and Santa Fe Railway System

Railway Exchange, 80 East Jackson Boulevard, Chicago

President's Office

April 6, 1938.

Davis-Noland-Merrill Grain Company, Kansas City Board of Trade Building, Kansas City, Missouri.

Gentlemen:

This letter is written to place of record our agreement with respect to the further extension of the lease to you of all of the Atchison Company's Elevator "A" property at Argenting, Kansas, which, except for a portion of the Annex, you are now using, occupying, and operating pursuant to three letter agreements (A. T. & S. F. Secretary's Contract Nos. 56931-D; 56931-E; 56931-F) dated, respectively, June 30, 1937; August 7, 1937; and August 17, 1937; and expiring June 30, 1938.

(1) You may use, occupy, and operate for the term of one (1) year beginning July 1, 1938, and ending June 30, 1939, all of said Elevator "A" property, including all of the Annex, under the terms set forth in the original indenture of lease dated May 5, 1926 (A. T. & S. F. Secretary's Contract No. 56931), as modified by the supplemental lease dated May 28, 1931 (A. T. & S. F. Secretary's Contract No. 56931-B), and the supplemental lease dated

November 21, 1932 (A. T. & S. F. Secretary's Contract [fol. 3910] No. 56931-C), and as herein modified.

(2) As rental for the use, as hereinabove provided, of said elevator property you shall pay to the Atchison Company one cent (1¢) per bushel for all grain unloaded into said elevator during said period July 1, 1938, to June 30, 1939, but in no event less than Seventy-Five Thousand Dollars ($75,000) for the year period. Rental payments shall be made on or before the 10th day of each month at said rate per bushel of grain unloaded into the elevator during the preceding calendar month; provided, however, that the final rental payment shall be due and payable on June 30, 1939, and shall include whatever amount, if any, necessary to bring the total rental payments for the year period up to Seventy-Five Thousand Dollars ($75,000).

(3) In further consideration for the making of this extension of lease it is understood and agreed that the Atchison Company shall have the right to terminate said lease in the event of court decision or order of the Interstate Commerce Commission or other appropriate governmental body having jurisdiction declaring said lease or any part thereof to be illegal or contrary to public policy, or if in the opinion of the Atchison Company by reason of any other court decision or order of said Commission or other governmental body having jurisdiction there is a likelihood that said lease or any part thereof may be held to be illegal or contrary to public policy. In the event such power of cancellation is exercised, you shall remove all [fol. 3911] grain out of said elevator property as quickly

(3)

as possible and within not to exceed sixty (60) days from the date of such notice of cancellation. The Atchison Company shall not be liable to you for any damage of any nature whatsoever arising out of or by reason of such cancellation, and shall not be liable to refund to you any rental theretofore paid, but rental shall be payable by you up to the effective date of any such cancellation.

Please evidence your acceptance of the above terms by signing in the space provided below for that purpose the original and duplicate hereof, returning the original to the undersigned and retaining the duplicate.

The Atchison, Topeka and Santa Fe Railway Company, by (Signed) S. T. Bledsoe, Its President.

The terms and conditions above set forth are hereby accepted:

Davis-Noland-Merrill Grain Company, by G. H. Davis, Its President.

Form approved:

(Signed) Charlotte Woods, General Solicitor. E. E. McGinnis.

[fol. 3912] (Notation: Contract File written in left hand corner of margin.)

Filed paid Contract No. 56931. Secretary, Ins. A. T. & S. F. Ry. Co. Topeka. -H

Memo from Minutes of Meeting of Board of Directors of the Atchison, Topeka and Santa Fe Railway Company, Held in New York, April 25, 1939.

Authorized a proposed letter agreement, dated April 10, 1939, with Davis-Noland-Merrill Grain Company, covering lease to said Grain Company of Elevator "A" property at Argentine, Kansas, for one year beginning July 1, 1939, rental equal to one cent per bushel for all grain unloaded into elevator, but not less than $75,000 for the year period.

GWD (in ink)

43 (in upper right hand margin)

Contract No. 56931-H
Return to

(Letterhead)

The Atchison, Topeka and Santa Fe Railway System

Railway Exchange, 80 East Jackson Boulevard, Chicago

President's Office

April 10, 1939.

Davis-Noland-Merrill Grain Company, Kansas City Board of Trade Building, Kansas City, Missouri.

[fol. 3913] Gentlemen:

This letter is written to place of record our agreement with respect to the further extension of the lease to you

of all of the Atchison Company's Elevator "A" property at Argentine, Kansas, which, except for a portion of the Annex, you are now using, occupying, and operating pursuant to letter agreement (A. T. & S. F. Secretary's Contract No. 56931-G) dated April 6, 1938, and expiring June 30, 1939.

1) You may use, occupy, and operate for the term of one (1) year beginning July 1, 1939, and ending June 30, 1940, all of said Elevator "A" property, including all of the Annex, under the terms set forth in the original indenture of lease dated May 5, 1926 (A. T. & S. F. Secretary's Contract No. 56931), as modified by the supplemental lease dated May 28, 1931 (A. T. & S. F. Secretary's Contract No. 56931-B), and the supplemental lease dated November 21, 1932 (A. T. & S. F. Secretary's Contract No. 56931-C), and as herein modified.

2) As rental for the use, or hereinabove provided, of said elevator property you shall pay to the Atchison Company

one cent (1¢) per bushel for all grain unloaded into said elevator during said period July 1, 1939, to June 30, 1940, but in no event less than Seventy-Five Thousand Dollars ($75,000) for the year period. Rental payments shall be made on or before the 10th day of each month at said [fol. 3914] rate per bushel of grain unloaded into the elevator during the preceding calendar month; provided, however, that the final rental payment shall be due and payable on June 30, 1940, and shall include whatever amount, if any, necessary to bring the total rental payments for the year period up to Seventy-Five Thousand Dollars ($75,000).

3) In further consideration for the making of this extension of lease it is understood and agreed that the Atchison Company shall have the right to terminate said lease in the event of court decision or order of the Interstate Commerce Commission or other appropriate governmental body having jurisdiction declaring said lease or any part thereof to be illegal or contrary to public policy, or if in the opinion of the Atchison Company by reason of any other court decision or order of said Commission or other governmental body having jurisdiction there is a likelihood that said lease or any part thereof may be held to be illegal or contrary to

public policy. In the event such power of cancellation is exercised, you shall remove all grain out of said elevator property as quickly as possible and within not to exceed

(3)

ninety (90) days from the date of such notice of cancellation. The Atchison Company shall not be liable to you for any damage of any nature whatsoever arising out of or by reason of such cancellation, and shall not be liable to refund to you any rental theretofore paid, but rental shall be pay-[fols. 3915-3918] able by you up to the effective date of any such cancellation.

Please evidence your acceptance of the above terms by signing in the space provided below for that purpose the original and duplicate hereof, returning the original to the undersigned and retaining the duplicate.

The Atchison, Topeka and Santa Fe Railway Company, by (Signed) E. J. Engel, Its President.

The terms and conditions above set forth are hereby accepted:

Davis-Noland-Merrill Grain Company, by (Signed) G. H. Davis, Its President.

Form Approved.

(Signed) Charlotte Woods, General Solicitor;
(Signed) E. E. McGinnis, General Counsel.

(Contract No. 56931-H written in upper right hand margin.)

(Stamp) in left hand margin—Contract No. 56931-H. A. T. & S. F. Ry. Co.

[fol. 3919] U. P. Exhibit No. 394: This Exhibit was included in the record as an excluded exhibit. See pages 1078 to 1085 inclusive of transcript covering hearing on permanent injunction.

[fol. 3920] PLAINTIFF'S EXHIBIT No. 395

Bernice Jackson

May 27, 1940

Re: Kansas City Food Terminal Injunction Suit

Copies of—

(1) Interline Switching Freight Bill covering one carload of ice shipped by Peoples Ice & Cold Storage Company, Omaha, Nebraska, to Wabash Railway Company for delivery at Wabash Railway Company Roundhouse and Yards, located southeast of Council Bluffs, Iowa. Date shipped, April 6, 1940.

(2) Chicago, St. Paul, Minneapolis & Omaha Railway Switching Settlement as copied from station record of C. St. P. M. & O. Ry., Omaha.

(3) Receiving Report of Wabash Railway Company, evidencing receipt of such car at Council Bluffs, Iowa. As copied from the records of Roy Williams, Roundhouse Foreman, Wabash Ry., Council Bluffs, Iowa.

Walter Taylor, Special Agent, Interstate Commerce Commission.

(Here follows 3 photolithographs, side folios 3921-3923)

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OMAHA NEBR

PEOPLES ICE

APRIL 9 1940

BILL NO. 1014

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follow:

CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
				ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED Month Date Hour	NOTICE SENT Month Date Hour	ORDERED Month Date Hour	CONSTRUCTIVELY PLACED Month Date Hour	PLACED Month Date Hour	RELEASED Month Date Hour	DAYS CHARGED FOR	AMOUNT
(2)								

(3) STORAGE (IF TRACK STORAGE IS DESIGNATED) FOUNDS AT ___ "ER ___ PER DAY AMOUNT

SWITCHING

	CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	1935	CSTPMSO	UN PAC			
			PEOPLES ICE	WABASH RR CO BLUFFS IA			8 92

(5) FOR INTERLINE SWTG AMOUNT
CAR MOVED 4/6/40

REFERENCE TO REVENUE WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER
(6)					

REFERENCE TO ADVANCES ONLY WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL
(7)						

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT ___ 19___ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

BILL AND MISCELLANEOUS RECEIPT

ALL STATEMENTS TO THIS BILL SHOULD BE PROMPTLY REQUIRED AT THE AGENT'S OFFICE AT DESTINATION OF CONSIGNMENT. NO CLAIMS ALLOWED FOR CHARGES UNLESS PRESENTED WITHIN SIX MONTHS FROM DATE OF BILL.

3921

3910A

Form AD87—25M—8-15-19

3910B 3922

146-Chicago, St. Paul, Minneapolis & Omaha Railway-146

SWITCHING SETTLEMENT STATEMENT

Bill Read and switch reference should be shown when switching charges are absorbed.

Rate Received by

Destination Road

CARS DELIVERED BY CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY CO. TO UNION PACIFIC R R CO STATEMENT NO.

VIA (Intermediate Carrier) R AT OMAHA NEBRASKA STATION DATE 19

The combined sums of columns 12 to 16 inclusive, should equal the combined total of columns 10 and 11.—
The combined sums of columns 17, 19 and 20, should equal the total of column 11 on forwarded traffic, and column 10 on received traffic.

Rule of Interchange	CAR Initial	CAR Number	ROAD, TRACK OR INDUSTRY From	ROAD, TRACK OR INDUSTRY To	S or NS	Contents	Weight (In Pounds)	Rate	SWITCHING CHARGES Collect	SWITCHING CHARGES Prepaid	APPORTIONMENT OF SWITCHING CHARGES C. St. P. M. & O. Ry.	APPORTIONMENT OF SWITCHING CHARGES Reading	APPORTIONMENT OF SWITCHING CHARGES INTERMEDIATE			AGENTS SENT COLLECTED OR ADVANCED Freight Bill No.	AGENTS SENT COLLECTED OR ADVANCED Amount	Misc. Initials and Other Charges	ASSIGNED Amount	ASSIGNED Road Name, Waybill Reference From or To Road	ASSIGNED From or To Station	ASSIGNED Rate	ASSIGNED Number	ASSIGNED Road Haul Charges	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
1	WAB	1935	PEOPLES ICE & COLD STG CO	WABASH RAILWAY CO	IS	ICE				892	347	545				1014	8 92								1
2																									2
3																									3
4																									4
5																									5
6																									6
7																									7
8																									8
9																									9
10																									10
11																									11
12																									12
13																									13
14																									14
15																									15
16																									16
17																									17
18																									18
TOTAL COLUMNS 20, 21, 22, 23, 24, 25, 26, 27, 28, 29																									

146-Chicago, St. Paul, Minneapolis & Omaha Railway Co.-146

Correct:

Correct: (Date 19)

AGENT C., ST. P., M. & O. RY.

PLAINTIFF'S EXHIBIT NO. 395

Printed in U. S. A. Form 613-Rev. 3923

WABASH RAILWAY COMPANY
THE ANN ARBOR RAILROAD COMPANY
Norman B. Ream and Frank C. Nicodemus, Jr., Receivers
STORES DEPARTMENT

COPY

RECEIVING REPORT

STORE COUNCIL BLUFFS, IOWA DATE MAY 4,1940

CAR NO. 1935 INITIAL ART W. B. NO. 2891 DATE 4-6-40 TO SECTION

POINT OF SHIPMENT	SHIPPER'S NAME	CONTAINERS NUMBER	CONTAINERS KIND	MODEL NO.	WEIGHT
OMAHA, NEBR.	Peoples Ice & Cold Storage Co.				

QUANTITY	DESCRIPTION OF MATERIAL	QUANTITY	DESCRIPTION OF MATERIAL
	51,030 Lbs. Artificial Ice		
	Please find attached Req. 1911 $25, Freight Bill and Invoices.		

STOCK BOOK POSTED
DATE

SIGNED Roy Williams
SIGNED

SIGNED Roy Williams
SIGNATURE OF AGENT

3910C

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[fol. 3924] PLAINTIFF'S EXHIBIT No. 396

Bernice Jackson

May 27, 1940

Re: Kansas City Food Terminal Injunction Suit

Copies of—

(1) Interline Switching Freight Bills covering 13 carloads of ice shipped by Peoples Ice & Cold Storage Company, Omaha, Nebraska, to Wabash Railway Company for delivery at Wabash Railway Company Roundhouse and Yards, located southeast of Council Bluffs, Iowa. Period of shipments, July and August 1939.

(2) Chicago, St. Paul, Minneapolis & Omaha Railway Switching Settlement Statement as copied from station records of C. St. P. M. & O. Ry., Omaha.

(3) Receiving Report of Wabash Railway Company evidencing receipt of such cars at Council Bluffs, Iowa. As copied from the records of Roy Williams, Roundhouse Foreman, Wabash Ry., Council Bluffs, Iowa.

Walter Taylor, Special Agent, Interstate Commerce Commission.

3925

BILL AND MISCELLANEOUS RECEIPT

ANY EXCEPTIONS TO THIS BILL SHOULD BE PROMPTLY BROUGHT TO THE ATTENTION OF THE AGENT GIVING NECESSARY DETAILS. ALL CLAIMS MUST BE SUPPORTED BY ORIGINAL RECEIPTED BILL

OMAHA NEBR — STATION — JULY 6 1939

PEOPLES ICE CO — BILL NO. 1017

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED MONTH DATE HOUR	NOTICE SENT MONTH DATE HOUR	ORDERED MONTH DATE HOUR	CONSTRUCTIVELY PLACED MONTH DATE HOUR	PLACED MONTH DATE HOUR	RELEASED MONTH DATE HOUR	DAYS CHARGED FOR	AMOUNT
(2)								

(3) STORAGE ____ (IF TRACK STORAGE IS DESIRED) FOOTING AT ____ PER ____ PER DAY — AMOUNT

SWITCHING

	CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	5237	CSTPMSO RY	UN PAC RY			
			PEOPLES ICE CO	WABASH RR			8 92

(5) FOR INTERLINE SWTG /CAR MOVED 7/4/39/ — AMOUNT

REFERENCE TO REVENUE WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER
(6)					

REFERENCE TO ADVANCES ONLY WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL
(7)						

SHOW NATURE OF SERVICE

RECEIVED PAYMENT 19 ____ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

BILL AND MISCELLANEOUS RECEIPT

ANY EXCEPTIONS TO THIS BILL SHOULD BE PROMPTLY BROUGHT TO THE ATTENTION OF THE AGENT GIVING NECESSARY DETAILS. ALL CLAIMS MUST BE SUPPORTED BY ORIGINAL RECEIPTED BILL

OMAHA NEBR — STATION — JULY 11 1939

PEOPLES ICE CO — BILL NO. 1035

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED MONTH DATE HOUR	NOTICE SENT MONTH DATE HOUR	ORDERED MONTH DATE HOUR	CONSTRUCTIVELY PLACED MONTH DATE HOUR	PLACED MONTH DATE HOUR	RELEASED MONTH DATE HOUR	DAYS CHARGED FOR	AMOUNT
(2)								

(3) STORAGE ____ (IF TRACK STORAGE IS DESIRED) FOOTING AT ____ PER ____ PER DAY — AMOUNT

SWITCHING

	CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	1935	CSTPMSO RY	UN PAC RY			
			PEOPLES ICE CO	WABASH RR			8 92

(5) FOR INTERLINE SWTG /CAR MOVED 7/8/39 — AMOUNT

REFERENCE TO REVENUE WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER
(6)					

REFERENCE TO ADVANCES ONLY WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL
(7)						

SHOW NATURE OF SERVICE

RECEIVED PAYMENT 19 ____ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

3912

3926

59

BILL AND MISCELLANEOUS RECEIPT

OMAHA NEBR STATION JULY 15 1939 (1)*

PEOPLES ICE CO BILL NO. KMSB 1070

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED MONTH	DATE	HOUR	NOTICE SENT MONTH	DATE	HOUR	ORDERED MONTH	DATE	HOUR	CONSTRUCTIVELY PLACED MONTH	DATE	HOUR	PLACED MONTH	DATE	HOUR	RELEASED MONTH	DATE	HOUR	DAYS CHARGED FOR	AMOUNT
(2)																				

(3) STORAGE (IF TRACK STORAGE IS DESIGNATED) POUNDS AT PER PER DAY AMOUNT

CAR SWITCHING

	INITIALS	NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	52[illegible]	CSTPMAO RY	UN PAC RY			
			PEOPLES ICE CO	WABASH RR			8 92

(5) FOR INTERLINE SWTG /CAR MOVED 7/12/39 AMOUNT

REFERENCE TO REVENUE WAY-BILL

(6)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER

REFERENCE TO ADVANCES ONLY WAY-BILL

(7)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL

* (1) NATURE OF SERVICE

RECEIVED PAYMENT

(NAME OF RAILWAY COMPANY) PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY AGENT

BILL AND MISCELLANEOUS RECEIPT

OMAHA NEBR STATION JULY 28 1939 (1)*

PEOPLES ICE CO BILL NO. 1118

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED MONTH	DATE	HOUR	NOTICE SENT MONTH	DATE	HOUR	ORDERED MONTH	DATE	HOUR	CONSTRUCTIVELY PLACED MONTH	DATE	HOUR	PLACED MONTH	DATE	HOUR	RELEASED MONTH	DATE	HOUR	DAYS CHARGED FOR	AMOUNT
(2)																				

(3) STORAGE (IF TRACK STORAGE IS DESIGNATED) POUNDS AT PER PER DAY AMOUNT

CAR SWITCHING

	INITIALS	NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	[illegible]	[illegible]	UN PAC RY			
			PEOPLES ICE CO	WABASH RR			8 92

(5) FOR INTERLINE SWTG CAR MOVED 7/27/39 AMOUNT

REFERENCE TO REVENUE WAY-BILL

(6)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER

REFERENCE TO ADVANCES ONLY WAY-BILL

(7)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL

* (1) NATURE OF SERVICE

RECEIVED PAYMENT

(NAME OF RAILWAY COMPANY) PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY AGENT

3913

3927

BILL AND MISCELLANEOUS RECEIPT

OMAHA NEBR — STATION — JULY 26 1939. (1)*

PEOPLES ICE CO (FROM WHOM RECD) — BILL NO. 1155

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

(1) CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
				ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

(2) ARRIVED MONTH DATE HOUR	NOTICE SENT MONTH DATE HOUR	ORDERED MONTH DATE HOUR	CONSTRUCTIVELY PLACED MONTH DATE HOUR	PLACED MONTH DATE HOUR	RELEASED MONTH DATE HOUR	DAYS CHARGED FOR	AMOUNT

(3) STORAGE (IF TRACK STORAGE NO DESIGNATE) POINTED AT — PER — PER DAY — AMOUNT

SWITCHING

(4) CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
ART	2937	CSTPM&O RY	UN PAC RY			
		PEOPLES ICE CO	WABASH RR FOR CO BLFS			8 92

FOR INTERLINE SWTG CAR MOVED 7/21/39 — AMOUNT

(5)

REFERENCE TO REVENUE WAY-BILL

(6) FROM	TO	ROAD	DATE	WAY-BILL NUMBER

REFERENCE TO ADVANCES ONLY WAY-BILL

(7) FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT ____ 19____ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

6

BILL AND MISCELLANEOUS RECEIPT

OMAHA NEBR — STATION — JULY 31 1939 (1)*

PEOPLES ICE CO (FROM WHOM RECD) — BILL NO. 1165

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

(1) CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
				ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

(2) ARRIVED MONTH DATE HOUR	NOTICE SENT MONTH DATE HOUR	ORDERED MONTH DATE HOUR	CONSTRUCTIVELY PLACED MONTH DATE HOUR	PLACED MONTH DATE HOUR	RELEASED MONTH DATE HOUR	DAYS CHARGED FOR	AMOUNT

(3) STORAGE (IF TRACK STORAGE NO DESIGNATE) POINTED AT — PER — PER DAY — AMOUNT

SWITCHING

(4) CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
ART	1935	CSTPM&O RY	UN PAC RY			
		PEOPLES ICE CO	WABASH RR CO BLUFFS IA			8 92

FOR INTERLINE SWTG /CAR MOVED 7/27/39 — AMOUNT

(5)

REFERENCE TO REVENUE WAY-BILL

(6) FROM	TO	ROAD	DATE	WAY-BILL NUMBER

REFERENCE TO ADVANCES ONLY WAY-BILL

(7) FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT ____ 19____ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

3914

BILL AND MISCELLANEOUS RECEIPT

ANY EXCEPTIONS TO THIS BILL SHOULD BE PROMPTLY BROUGHT TO THE ATTENTION OF THE AGENT, AND WILL BE PROMPTLY ADJUSTED. ALL CLAIMS MUST BE SUPPORTED BY ORIGINAL RECEIPTED BILL

OMAHA NEBR STATION AUG 4 1939 (1)*

PEOPLES ICE CO BILL NO. 1008

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED	NOTICE SENT	ORDERED	CONSTRUCTIVELY PLACED	PLACED	RELEASED	DAYS CHARGED FOR	AMOUNT
(2)								

(3) STORAGE ____ POUNDS AT ____ PER ____ PER DAY (IF TRACK STORAGE GO BY NOTATE) AMOUNT

SWITCHING

	CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	8237	PEOPLES ICE CO	WABASH RR CO BLUFFS IA			
			CSTPMSO RY CO	UN PAC RY			$ 92

(5) FOR INTERLINE SWTG AMOUNT

REFERENCE TO REVENUE WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	
(6)						

REFERENCE TO ADVANCES ONLY WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL
(7)						

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT ____ 19 ____ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

BILL AND MISCELLANEOUS RECEIPT

ANY EXCEPTIONS TO THIS BILL SHOULD BE PROMPTLY BROUGHT TO THE ATTENTION OF THE AGENT, AND WILL BE PROMPTLY ADJUSTED. ALL CLAIMS MUST BE SUPPORTED BY ORIGINAL RECEIPTED BILL

OMAHA NEBR STATION AUG 9 1939 (1)*

PEOPLES ICE CO BILL NO. 1015

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED	NOTICE SENT	ORDERED	CONSTRUCTIVELY PLACED	PLACED	RELEASED	DAYS CHARGED FOR	AMOUNT
(2)								

(3) STORAGE ____ POUNDS AT ____ PER ____ PER DAY (IF TRACK STORAGE GO BY NOTATE) AMOUNT

SWITCHING

	CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	1935	CSTPMSO RY	UN PAC RY			
			PEOPLES ICE CO	WABASH RY			8 92

(5) FOR INTERLINE SWTG ICAR MOVED 8/6/39 AMOUNT

REFERENCE TO REVENUE WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	
(6)						

REFERENCE TO ADVANCES ONLY WAY-BILL

	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL
(7)						

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT ____ 19 ____ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

3929

BILL AND MISCELLANEOUS RECEIPT

ANY EXCEPTIONS TO THIS BILL SHOULD BE PROMPTLY BROUGHT TO THE ATTENTION OF THE AGENT WHO ISSUED IT. ALL CLAIMS MUST BE SUPPORTED BY ORIGINAL PAID FREIGHT BILL

OMAHA NEBR — STATION — AUG 12 1939 — TO — (1)*

PEOPLES ICE CO (FROM WHOM RCD) — BILL NO. 1027

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
				ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

(2)	ARRIVED MONTH DATE HOUR	NOTICE SENT MONTH DATE HOUR	ORDERED MONTH DATE HOUR	CONSTRUCTIVELY PLACED MONTH DATE HOUR	PLACED MONTH DATE HOUR	RELEASED MONTH DATE HOUR	DAYS CHARGED FOR	AMOUNT

(3) STORAGE _____ POUNDS AT _____ PER _____ PER DAY _____ AMOUNT
(IF TRACK STORAGE SO DESIGNATE)

SWITCHING

CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4) ART	5237	CSTPMSO RY	UN PAC RY			
		PEOPLES ICE CO	WABASH RR CO BLUFFS IA			8 92

(5) FOR INTERLINE SWTG 1CAR MOVED 8/10/39 — AMOUNT

REFERENCE TO REVENUE WAY-BILL

(6)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER

REFERENCE TO ADVANCES ONLY WAY-BILL

(7)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT _____ 19 _____ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

BILL AND MISCELLANEOUS RECEIPT

ANY EXCEPTIONS TO THIS BILL SHOULD BE PROMPTLY BROUGHT TO THE ATTENTION OF THE AGENT WHO ISSUED IT. ALL CLAIMS MUST BE SUPPORTED BY ORIGINAL PAID FREIGHT BILL

OMAHA NEBR — STATION — AUG 21 1939 — TO — (1)*

PEOPLES ICE CO (FROM WHOM RCD) — BILL NO. 1061

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
				ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

(2)	ARRIVED MONTH DATE HOUR	NOTICE SENT MONTH DATE HOUR	ORDERED MONTH DATE HOUR	CONSTRUCTIVELY PLACED MONTH DATE HOUR	PLACED MONTH DATE HOUR	RELEASED MONTH DATE HOUR	DAYS CHARGED FOR	AMOUNT

(3) STORAGE _____ POUNDS AT _____ PER _____ PER DAY _____ AMOUNT
(IF TRACK STORAGE SO DESIGNATE)

SWITCHING

CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4) ART	1936	CSTPMSO RY	UN PAC RY			
		PEOPLES ICE CO	WABASH RR CO BLUFFS IA			8 92

(5) FOR INTERLINE SWTG 1CAR MOVED 8/15/39 — AMOUNT

REFERENCE TO REVENUE WAY-BILL

(6)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER

REFERENCE TO ADVANCES ONLY WAY-BILL

(7)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT _____ 19 _____ AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

3916

3930

BILL AND MISCELLANEOUS RECEIPT

OMAHA NEBR STATION AUG 21 1939 (1)*

PEOPLES ICE CO BILL NO. 1061

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED MONTH DATE HOUR	NOTICE SENT MONTH DATE HOUR	ORDERED MONTH DATE HOUR	CONSTRUCTIVELY PLACED MONTH DATE HOUR	PLACED MONTH DATE HOUR	RELEASED MONTH DATE HOUR	DAYS CHARGED FOR	AMOUNT
(2)								

(2) STORAGE (IF TRACK STORAGE IS DEMANDED) POUNDS AT PER PER DAY AMOUNT

SWITCHING

	CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	5257	CSTPMRD RY	UN PAC RY			
			PEOPLES ICE CO	WABASH RR CO BLUFFS IA			8 92

(5) FOR INTERLINE SWTG /CAR MOVED 8/18/39 AMOUNT

REFERENCE TO REVENUE WAY-BILL

(6)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER

REFERENCE TO ADVANCES ONLY WAY-BILL

(7)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT 19 AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

BILL AND MISCELLANEOUS RECEIPT

OMAHA NEBR STATION AUG 29 1939 (1)*

PEOPLES ICE CO BILL NO. 1088

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMBER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED MONTH DATE HOUR	NOTICE SENT MONTH DATE HOUR	ORDERED MONTH DATE HOUR	CONSTRUCTIVELY PLACED MONTH DATE HOUR	PLACED MONTH DATE HOUR	RELEASED MONTH DATE HOUR	DAYS CHARGED FOR	AMOUNT
(2)								

(3) STORAGE (IF TRACK STORAGE IS DEMANDED) POUNDS AT PER PER DAY AMOUNT

SWITCHING

	CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	1935	CSTPMRD RY	UN PAC RY			
			PEOPLES ICE CO	WABASH RR CO BLUFFS IA			8 92

(5) FOR INTERLINE SWTG /CAR MOVED 8/18/39 AMOUNT

REFERENCE TO REVENUE WAY-BILL

(6)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER

REFERENCE TO ADVANCES ONLY WAY-BILL

(7)	FROM	TO	ROAD	DATE	WAY-BILL NUMBER	TOTAL AMOUNT OF BILL

* SHOW NATURE OF SERVICE

RECEIVED PAYMENT 19 AGENT

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY

3917

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3931

13

OMAHA NEBR STATION AUG 31 1939

PEOPLES ICE & COLD STGE CO BILL NO 1108

To CHICAGO, ST. PAUL, MINNEAPOLIS and OMAHA RAILWAY COMPANY, Dr. For Charges as Follows:

BILL AND MISCELLANEOUS RECEIPT

ANY EXCEPTIONS TO THIS BILL SHOULD BE PROMPTLY BROUGHT TO THE ATTENTION OF THE AGENT GIVING NECESSARY DETAILS. ALL CLAIMS MUST BE SUPPORTED BY ORIGINAL RECEIPTED BILL

	CAR INITIALS	CAR NUMBER	ORIGINAL CAR INITIALS	ORIGINAL CAR NUMBER	CONTENTS	FREIGHT BILL NUMUER
(1)					ART ICE	

CAR DEMURRAGE AND TRACK STORAGE

	ARRIVED MONTH	ARRIVED DATE	ARRIVED HOUR	NOTICE SENT MONTH	NOTICE SENT DATE	NOTICE SENT HOUR	ORDERED MONTH	ORDERED DATE	ORDERED HOUR	CONSTRUCTIVELY PLACED MONTH	CONSTRUCTIVELY PLACED DATE	CONSTRUCTIVELY PLACED HOUR	PLACED MONTH	PLACED DATE	PLACED HOUR	RELEASED MONTH	RELEASED DATE	RELEASED HOUR	DAYS CHARGED FROM	DAYS CHARGED TO	AMOUNT
(2)																					

(3) STORAGE TONS STORAGE DESTINATE POUNDS AT PER DAY AMOUNT

SWITCHING

	CAR INITIALS	CAR NUMBER	FROM	TO	WEIGHT	RATE	AMOUNT
(4)	ART	5237	PEOPLES ICE & CS CO	WABASH RY CO BLUFFS			
			CSTPM&O RY CO	UN PAC RY			8 92
(5)	ICR		INTERLINE SWTG				AMOUNT

REFERENCE TO REVENUE WAY-BILL

(6) FROM TO ROAD DATE WAY-BILL NUMBER

REFERENCE TO ADVANCE ONLY WAY-BILL

(7) FROM TO ROAD DATE WAY-BILL NUMBER TOTAL AMOUNT OF BILL

SHOW NATURE OF ICR CE

RECEIVED PAYMENT 19

MAKE CHECKS PAYABLE TO CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILWAY COMPANY AGENT

3918

3919

Form AL-67—2M—9-15-39

146-Chicago, St. Paul, Minneapolis & Omaha Railway-146

3932

SWITCHING SETTLEMENT STATEMENT

CARS DELIVERED BY CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA RAILWAY CO. TO JNION PACIFIC R. STATEMENT NO.

VIA (Intermediate Carrier) R. AT OMAHA NEBRASKA STATION DATE 19

Date Received by

Switchline Brief

The combined sum of columns 12 to 16 inclusive, should equal the combined total of columns 10 and 11.—
The combined sum of columns 14, 15 and 16, should equal the total of column 11 on forwarded traffic, and column 10 on received traffic.

Date of Interchange	CAR Initial	CAR Number	ROAD, TRACK OR INDUSTRY From	ROAD, TRACK OR INDUSTRY To	S or M	Contents	Weight (In Pounds)	Rate	SWITCHING CHARGES Collect	SWITCHING CHARGES Prepaid	APPORTIONMENT OF SWITCHING CHARGES C. St. P. M. & O. Ry.	APPORTIONMENT OF SWITCHING CHARGES Receiving R.R.	APPORTIONMENT OF SWITCHING CHARGES INTERMEDIATE R.R.	INTERMEDIATE R.R.	INTERMEDIATE R.R.	AGENTS SUM COLLECTED OR ADVANCED Freight Bill No.	AGENTS SUM COLLECTED OR ADVANCED Amount	REMARKS (Include Items Other Carriers)	ABSORBED Amount	ABSORBED ★ROAD NAME, TRUCK OR INDUSTRY From or To Road	ABSORBED From or To Station	ABSORBED Date	ABSORBED Number	ABSORBED Road Haul Charges	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
1	7/4/39	ART	5237	PEOPLES ICE & COLD STG CO	WABASH RY	IS	ICE				8 92	3 47 5 45				1017	8 92								1
2	7/8/39	ART	1935	"	"	"	"				8 92	3 47 5 45				1050	8 92								2
3	7/12/39	ART	5237	"	"	"	"				8 92	3 47 5 45				1070	8 92								3
4	7/27/39	ART	1935	"	"	"	"				8 92	3 47 5 45				1155	8 92								4
5	8/1/39	ART	5237	"	"	"	"				8 92	3 47 5 45				1009	8 92								5
6	8/6/39	ART	1935	"	"	"	"				8 92	3 47 5 45				1015	8 92								6
7	8/10/39	ART	5237	"	"	"	"				8 92	3 47 5 45				1027	8 92								7
8	8/15/39	ART	1935	"	"	"	"				8 92	3 47 5 45				1051	8 92								8
9	8/18/39	ART	5237	"	"	"	"				8 92	3 47 5 45				1061	8 92								9
10	8/24/39	ART	1935	"	"	"	"				8 92	3 47 5 45				1088	8 92								10
11	8/30/39	ART	5237	"	"	"	"				8 92	3 47 5 45				1108	8 92								11
12																									12
13	7/17/39	ART	1935	"	"	"	"				8 92	3 47 5 45				1110	8 92								13
14	7/21/39	ART	5237	"	"	"	"				8 92	3 47 5 45				1195	8 92								14
15																									15
16																									16
17																									17

Correct:

AGENT C., ST. P., M. & O. RY.

Destination Agent

3933

Printed in U. S. A. Form 613-Rev.

WABASH RAILWAY COMPANY

THE ANN ARBOR RAILROAD COMPANY

Norman B. Ream and Frank C. Nicodemus, Jr., Receivers

STORES DEPARTMENT

COPY

RECEIVING REPORT

STORE COUNCIL BLUFFS, IOWA DATE AUG. 5, 1939

CAR NO. See below INITIAL W. B. NO. DATE See below SECTION

POINT OF SHIPMENT	SHIPPER'S NAME	CONTAINERS NUMBER	CONTAINERS KIND	SEAL NO.	WEIGHT
Omaha, Nebr.	Peoples Ice & Cold Storage Company.	6 cars ice			206180 pounds

QUANTITY	DESCRIPTION OF MATERIAL		QUANTITY	DESCRIPTION OF MATERIAL
ART 5237	7-4-39		6 cars	Ice
1935	7-8-39			
5237	7-12-39			
1935	7-17-39			
5237	7-21-39			
1935	7-27-39			

Please find attached req'ns 1911, freight bills and invoices.

STOCK BOOK POSTED DATE

SIGNED ROY WILLIAMS Roy Williams

SIGNED WAREHOUSE FOREMAN

3920

Wabash U.S.A. Form 613-New

3934

WABASH RAILWAY COMPANY

THE ANN ARBOR RAILROAD COMPANY

Hannah B. Pitcher and Frank C. Hirshinger, Jr., Receivers

STORES DEPARTMENT

[redacted]

RECEIVING REPORT

STORE Council Bluffs, Iowa DATE Sept.1,1939

CAR NO. See below INITIAL W. B. NO. DATE See below TO SECTION

POINT OF SHIPMENT	SHIPPER'S NAME	CONTAINERS NUMBER	CONTAINERS KIND	RAIL NO.	WEIGHT
Omaha, Nebraska	Douglas Ice & Cold Storage Company	7 cars	ICE		357210 pounds

QUANTITY	DESCRIPTION OF MATERIAL		QUANTITY	DESCRIPTION OF MATERIAL
	ARE 5257	8-1-39	7 cars	ICE
	1956	8-5-39		
	5257	8-10-39		
	1956	8-15-39		
	5257	8-18-39		
	1956	8-24-39		
	5257	8-30-39		
	Please find attached reqing 1611 Freight bills and invoices.			

STOCK BOOK POSTED DATE

SIGNED Ray Williams

SIGNED R. Ray Williams
WAREHOUSE FOREMAN

3921

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[fol. 3934-a] Plaintiffs' Exhibits Nos. 397 to 402 inclusive were withdrawn. See page 2022 of transcript covering hearing on permanent injunction.

PLAINTIFF'S EXHIBIT NO. 403 3935

Form 4317 K. C. TRIPLICATE PL. EX. 403 Service Inclusive MAY 27 1947

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor. No.

Kansas City, Mo., April 21st 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.
All Crossover Switching Charges paid by The City Ice & Fuel Company
SEALS-ED-19370-73 84-85
80-81 86-87
82-83 88-89

The City Ice & Fuel Company Shipper
Per

NOTICE TO SHIPPER
Use separate orders for cars moving different RAILROADS OUT of Kansas City.
If In Crossover Service, charges must be paid or guaranteed by shipper.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
3680	MKT	The Company Icing Platform	Armstrong Yards Kansas City, Kan	Ice	30,970	Mo Pac & U.P.
1084	MKT	" "	" " "	"	30,970	" " " "
		(U.S.S.R. Approximate Weights)				
		Shipper Paid - Loaded UP			(ALC'D)	

NOT NEGOTIABLE

The above described property received by Guy A. Thompson, Trustee, Missouri Pacific Railroad Co., Debtor, to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.
This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor.
By
For

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

Form 4317 K. C. TRIPLICATE PL. EX. 403 Service Inclusive MAY 27 1947

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor. No.

Kansas City, Mo., January 1, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.
All Crossover Switching Charges paid by The City Ice & Fuel Company
SEALS-ED-17370-73 84-85
80-81 86-87
82-83 88-89

The City Ice & Fuel Company Shipper
Per

NOTICE TO SHIPPER
Use separate orders for cars moving different RAILROADS OUT of Kansas City.
If In Crossover Service, charges must be paid or guaranteed by shipper.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
44036	PFE	The Company Icing Platform	Armstrong Yards Kansas City, Kan	Ice	30750	Mo.Pac & U.P.
93250	PFE	" "	" " "	"	30750	" " " "
14036	PFE	" "	" " "	"	30750	" " " "
81740	PFE	"	" " "	"	30750	" " " "
98186	PFE	" "	" " "	"	30750	" " " "
57886	PFE	" "	" " "	"	30750	" " " "

NOT NEGOTIABLE

The above described property received by Guy A. Thompson, Trustee, Missouri Pacific Railroad Co., Debtor, to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.
This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

Cards Up

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor.
By
For

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

3924

3936

Form 4327

TRIPLICATE

GUY A. THOMPSON,
Trustee, MISSOURI PACIFIC RAILROAD CO., Debtor. No.

Kansas City, Mo., April 7, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.
All Crosstown Switching Charges paid by The City Ice & Fuel Company

Seals-KC-16740-41
42-45

The City Ice & Fuel Company Shipper
Per

NOTICE TO SHIPPER
Use separate orders for cars moving different RAILROADS OUT of Kansas City.
If in Crosstown Service, charges must be paid or guaranteed by shipper.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
28696	PFE	PFE Company	Armstrong Yards	ICE	61,[illegible]	Mo. Pac. & U.P.
		Icing Platform	Kansas City, Kan.			
28125	PFE	PFE Company	Armstrong Yards	ICE	61,[illegible]	" " " "
		Icing Platform	Kansas City, Kan.			
		(W.W.& I.B. Agreement Weight)				

NOT NEGOTIABLE

The above described property received by Missouri Pacific Railroad Co. to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.
This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

MISSOURI PACIFIC RAILROAD COMPANY,
Agent.
Per

Form 4327

TRIPLICATE

GUY A. THOMPSON, PLT. EX 403
Trustee, MISSOURI PACIFIC RAILROAD CO., Debtor. No. MAY 27 1940

Kansas City, Mo., April 8th, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.
All Crosstown Switching Charges paid by The City Ice & Fuel Company

SEALS-KC-16740-41
42-45

The City Ice & Fuel Company Shipper
Per

NOTICE TO SHIPPER
Use separate orders for cars moving different RAILROADS OUT of Kansas City.
If in Crosstown Service, charges must be paid or guaranteed by shipper.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
28696	P.F.E.	PFE Company	Armstrong Yards	ICE	61,[illegible]	Mo Pac & U. P.
		Icing Platform	Kansas City, Kan			
2[illegible]0	A.R.T.	" "	" "	ICE	61,[illegible]	" " " "
2[illegible]0	A.R.T.	" "	" "	ICE	61,[illegible]	" " " "
		(W.W.& I.B. Agreement Weight)				

NOT NEGOTIABLE

The above described property received by Missouri Pacific Railroad Co. to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.
This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

MISSOURI PACIFIC RAILROAD COMPANY,
Agent.
Per

3925

3937

Form 4327 K. C. — TRIPLICATE — 3M Rev. 6-38

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor. No.

Kansas City, Mo., April 8th, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.

All Crosstown Switching Charges paid by The City Ice & Fuel Company

SEALS-KC-16728-29
30-31

The City Ice & Fuel Company Shipper

Per

NOTICE TO SHIPPER
Use separate orders for cars moving different RAILROADS OR T of Kansas City.
If in Crosstown Service, charges must be paid or guaranteed by shipper.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
ART	3380	Ice Company Icing Platform	Armstrong Yards Kansas City, Kan	ICE	268360	Mo Pac & U. P.
ART	1684	" "	" "	ICE	218840	" " " "
		(W.W.A I.B. Agreement Weight)				

NOT NEGOTIABLE

The above described property received by Guy A. Thompson, Trustee, Missouri Pacific Railroad Co., Debtor, to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.

This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor.

Per ..... Agent.

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

Form 4327 K. C. — TRIPLICATE PLI. EX. 403 — 3M Rev. 6-38

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor. No.

Kansas City, Mo., April 8, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.

All Crosstown Switching Charges paid by The City Ice & Fuel Company
Seals—KC-16732-33
34-35

The City Ice & Fuel Company Shipper

Per

NOTICE TO SHIPPER
Use separate orders for cars moving different RAILROADS OR T of Kansas City.
If in Crosstown Service, charges must be paid or guaranteed by shipper.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
28096	P.F.E.	Ice Company Icing Platform	Armstrong Yards Kansas City, Kan.	Ice	21,8240	Mo.Pac. & U.P.
19363	" " "	" "	" "	"	21,8840	" " " "
		(P.F.E. I.B. Agreement Weight)				

NOT NEGOTIABLE

The above described property received by Guy A. Thompson, Trustee, Missouri Pacific Railroad Co., Debtor, to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.

This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor.

Per ..... Agent.

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

3926

Form 4327 — TRIPLICATE — 3938

GUY A. THOMPSON,
Trustee, MISSOURI PACIFIC RAILROAD CO., Debtor. No.

Kansas City, Mo., April 11th, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.
All Crosstown Switching Charges paid by The City Ice & Fuel Company

The City Ice & Fuel Company, Shipper
Per R. V. Rasinger

Seals-KC-16761-62
782-80

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
3095	A.R.T.	P.F.E. Company Icing Platform	Armstrong Yards Kansas City, Kan.	ICE	61,880#	Mo.Pac. & U.P.
1865	A.R.T.	" " " "	" " " "	ICE	61,880#	Mo.Pac. & U.P.
		(NOT NEGOTIABLE)				
		(Net I.C. agreement weight)				
		Carded Guy Shipper Agt.				

The above described property received by Missouri Pacific Railroad Co. to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.
This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

MISSOURI PACIFIC RAILROAD COMPANY,
Agent,
Per

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

NOTICE TO SHIPPER
Use separate orders for cars moving different RAILROADS OUT of Kansas City.
If in Crosstown Service, charges must be paid or guaranteed by shipper.

Form 4327 K. C. — TRIPLICATE — 3M Rev 6-38

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor. No.

Kansas City, Mo., April 10th, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.
All Crosstown Switching Charges paid by The City Ice & Fuel Company

Seals-KC-16756-53

The City Ice & Fuel Company, Shipper
Per R. V. Rasinger R.W.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
4485	A R T	PFE Company Icing Platform	Armstrong Yards Kansas City, Kan.	ICE	61,884#	Mo. Pac. & U.P.
		(NOT NEGOTIABLE)				
		(Net I.C. agreement weight)				
		Carded Guy Shipper Agt.				

The above described property received by Guy A. Thompson, Trustee, Missouri Pacific Railroad Co., Debtor, to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.
This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor.
Agent,
Per

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

NOTICE TO SHIPPER
Use separate orders for cars moving different RAILROADS OUT of Kansas City.
If in Crosstown Service, charges must be paid or guaranteed by shipper.

3927

Form 4327 K. C. TRIPLICATE 3939 1M Rev 6-38

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor. No.

Kansas City, Mo., April 3rd, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.
All Crosstown Switching Charges paid by The City Ice & Fuel Company

SEALS-KC- 16708-09
10-11

The City Ice & Fuel Company Shipper
Per R. L. Kuenzli

NOTICE TO SHIPPER
For separate orders for cars moving different RAILROADS OUT of Kansas City. If in Crosstown Service, charges must be paid or guaranteed by shipper.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
2380	ART	PFE Company Icing Platform	Armstrong Yards Kansas City, Kan.	ICE	618846	Mo Pac & U. P.
2481	"	" "	" "	ICE	624468	" " " " "
	(W.B.&	I.B. Agreement	Weight)			

NOT NEGOTIABLE

The above described property received by Guy A. Thompson, Trustee, Missouri Pacific Railroad Co., Debtor, to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.

This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor.

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

Per ..... Agent.

Form 4327 K. C. TRIPLICATE PLAINTIFF'S EXHIBIT 453 1M Rev 6-38

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor. No. MAY 27 1940

Kansas City, Mo., April 4th, 1940

Ship the following described property loaded at Leeds, Missouri
as per Shipping Directions given below, subject to conditions and requirements of Uniform Bill of Lading.
All Crosstown Switching Charges paid by The City Ice & Fuel Company

SEALS-KC-16716-17
18-19

The City Ice & Fuel Company Shipper
Per .....

NOTICE TO SHIPPER
For separate orders for cars moving different RAILROADS OUT of Kansas City. If in Crosstown Service, charges must be paid or guaranteed by shipper.

SHIPPING DIRECTIONS

CAR Number	CAR Initial	CONSIGNEE	DESTINATION	CONTENTS	Weight Subject to Correction	ROUTE
4485	ART	PFE Company Icing Platform	Armstrong Yards Kansas City, Kan.	ICE	618846	Mo Pac & U. P.
4497	"	" "	" "	ICE	618846	" " " " "
	(W.B.&	I.B. Agreement	Weight)			

NOT NEGOTIABLE

This above described property received by Guy A. Thompson, Trustee, Missouri Pacific Railroad Co., Debtor, to be delivered to Union Pacific Railroad at Kansas City, Missouri. The undersigned agrees to act as agent of Union Pacific Railroad (at its own risk) in making delivery to that line.

This receipt to be exchanged for regular Bill of Lading upon surrender to agent of last named Railroad.

GUY A. THOMPSON, Trustee,
MISSOURI PACIFIC RAILROAD CO., Debtor.

INSTRUCTIONS—Industry Clerks will not card cars until this form has been executed in full.

Per ..... Agent.

3928

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Endorsed on Cover: File No. 44,943, W. Missouri, D. C. U. S., Term No. 594. Union Pacific Railway Company, a corporation; City of Kansas City, Kansas, Don C. McCombs, Francis Blake and George T. Darby, Commissioners, etc., et al., Appellants, vs. The United States of America, The Atchison, Topeka & Santa Fe Railway Company, Chicago, Burlington & Quincy Railroad Company, et al, Filed November 23, 1940. Term No. 594 O. T. 1940.

(2560)